Allen R. Duffy 2-13-18

City of Elgin
P.O. Box 128 - 180 N. 8th Ave. - Elgin, OR 97827
Voice :(541)437-2253 Fax :(541)437-0131

NOTICE

City of Elgin Oregon City Council to Conduct:
Regular Council Meeting

When: Tuesday February 13th, 2018: Council Meeting 7:00pm
Where: Elgin City Hall, 180 Nth 8th Street, Elgin, Oregon 97827
For More Information, Please Contact Brock Eckstein, City Administrator/Recorder, at (541) 437-2253 or cityadm@cityofelginor.org.

MEETING AGENDA 7:00pm:

- 7:00pm Call to Order and Flag Salute
- Roll Call:

Councilor West____ Councilor Shaffer____ Councilor Burgess____ Councilor Warren____ Councilor Reed____
Councilor Hallgarth____ Student Councilor Martin____ Mayor Duffy____

- Revise/Approve Agenda
- Citizens May Speak About Items on the Current Agenda IF Called Upon at This Time

REPORTS

- Law Enforcement - UC Sheriff Department
- Ordinance Officer – Alex Duffy
- Municipal Court – Laura Eckstein
- Ambulance – Kevin Silvernail
  - Public Safety – Mayor Duffy/Councilor West and Warren
- Public Works – Director Larman,
  - Councilors Burgess/Reed
- Engineer's Report - JUB
- Parks and Rec – Bryan Jungling
- Library – Michele Timmons
- Planning Commission – Brock Eckstein
  - Planning Committee - Vacant
- Administrator – Brock Eckstein
  - Administration – Councilors Warren/Hallgarth
- Opera House – Councilors Shaffer
- Union County Chamber – Bob Kavanaugh
- Chamber – Admin. Eckstein/Councilor Hallgarth
- Lions Club – Mayor Duffy/Admin. Eckstein
- Stampeders – Councilor Burgess
- Women's Service Club – Councilor Warren
- Museum – Councilor Reed
- Rail Road – David Arnold
- Economic Development – Mayor Duffy
- Student Council – Ryan Martin

OLD BUSINESS

Appointments to the Planning Commission Board

NEW BUSINESS

FBLA Proclamation

RESOLUTION 3 (2018) CONSENT TO ANNEX AGREEMENT

ORDINACNE 1 (2018) AN ORDINANCE ANNEXING TERRITORY TO THE CITY OF ELGIN, WITHDRAWING THE ANNEXED TERRITORY FROM UNION COUNTY AND ESTABLISHING ZONING FOR THE ANNEXED TERRITORY

ORDINACNE 2 (2018) AN ORDINANCE AMMENDING ORDINANCE TITLE 6 "ANIMALS" IN THE CITY OF ELGIN, OREGON BOOK OF ORDINANCES AND DECLARING AN EMERGENCY

ORDINACNE 3 (2018) AN ORDINANCE ESTABLISHING PUBLIC CONTRACTING REGULATIONS FOR THE CITY OF ELGIN AND DECLARING AN EMERGENCY

Elgin Activities –JANUARY 2018

The Union County Deputies contributed hours to the total for the month. The statistics reflect the activities for the Sheriff's Office.

HOURS	**455.25**	
CRIM. CITATIONS	1	
TRAFFIC CITATIONS	2	
WARNINGS	28	
ARRESTS	8	
CALLS FOR SERVICE	64	
FIELD INTERVIEWS	11	
WALK-INS	0	
REPORTS	6	
TOWS/IMPOUNDS	0	
OTHER	0	**noted with an * below**

The above hours were allocated as follows:

PATROL	**60 %**	**TRAFFIC ENFORCEMENT**	**15 %**
REPORTS	**8 %**	**INVESTIGATIONS**	**17 %**

Activities include:

Routine patrol including foot patrol, school patrol, truck route patrol, and traffic patrol
Ongoing Drug investigations and surveillance
Welfare Check
Arrested one subject for Criminal Mischief I
Call for service for a Trespass situation x 4
Follow up on a Theft investigation
Call for service for an unruly juvenile, parents & juvenile counselled
Firearms qualification
Assisted a motorist x 3
Call concerning a homeless single mom with two kids
Responded to a report of a suicidal juvenile
Call for service for an out of control child, met with mother and daughters to help control situation
Report of a Cow Elk in distress
Responded to a call for Criminal Mistreatment I x 2
Surveillance on a suspected drug house
Agency Assist
Arrested one subject for Parole Violation
Fraud investigation, info taken
Attempted to locate vehicle of a missing elderly man
Assisted with Welcome Home Parade
Responded to civil dispute over 6 tons of hay
Call for service for Theft of two items
Secured door to City Hall after hours, after clearing the building
Responded to a report of a Verbal Disturbance x 2
Call for service for a Physical Disturbance
Report of a possible Burglary, Unauthorized Entry of Motor Vehicle

Medical Assist x 2
Attempted to locate suspect in Theft of Firewood, unable to locate
Returned personal belongings in a civil issue
Call for service for a possible Theft
Report of an intoxicated driver
Report of counterfeit money at local bank
Assist traffic following a vehicle accident
Responded to a report of a deer struck by a vehicle in town
Arrested one subject for Possession of a Controlled Substance-Meth x 2
Death notification
Report of a runaway juvenile
Responded to a Civil Situation x 2
Call for service for Harassment
Report of a possible kidnap situation, investigation determined story was fabricated
Call for service for a verbal disturbance at a local establishment
Arrested one subject with a warrant x 2
Possession and Delivery Drug investigation, K-9 deployment
Reports and investigation pertaining to Warrant arrest
Responded to a report of broken glass at the front door of a business
Assisted an elderly citizen who was locked out of her vehicle
Call for service for a burglary at a local business
Responded to a verbal dispute among juveniles, counselled on use of language
Attempted service on a Warrant
Counselled a female juvenile left home alone, about home issues
Report of Burglary, unfounded as reporting party found the missing property

Elgin 2018	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1	0.00											
2	13.00											
3	10.00											
4	22.00											
5	17.50											
6	22.75											
7	17.00											
8	25.00											
9	11.50											
10	12.00											
11	17.50											
12	21.00											
13	20.25											
14	20.50											
15	12.50											
16	14.00											
17	6.50											
18	4.00											
19	10.00											
20	10.00											
21	10.00											
22	13.50											
23	15.00											
24	10.00											
25	28.50											
26	13.50											
27	10.00											
28	30.25											
29	24.00											
30	10.00											
31	3.50											
Total	**455.25**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

	420	420	420	420	420	420	420	420	420	420	420	420
Over/Shor	35.25	(420.00)	(420.00)	(420.00)	(420.00)	(420.00)	(420.00)	(420.00)	(420.00)	(420.00)	(420.00)	(420.00)

Elgin Animal Enforcement Hours –JANUARY 2018

Animal Enforcement officers Lani Jones and Jamie Minarich contributed hours to the total for the month. These hours reflect animal control activities done by Deputy Jones and Deputy Minarich, as well as other deputies that assisted over the month.

The following will show the activities in Elgin by the Union County Sheriff's Animal Enforcement:

HOURS: 22

Calls for Service: 8

Dog at large: 6
Citations:
Warnings: 2
Impounds: 1
Other Action:

Dog Bites: 0

Barking Dog: 1
Citations:
Warnings:
Impounds:
Rehoming

Animal Abuse/Neglect: 2

Other: 1 noted with * below

Activities Included:
General patrol, including city park, previously reported problem areas, and areas based on complaints, and foot patrol
Report of possible animal neglect, information taken and will follow up
Contact made with Reporting Party concerned of a tangle dog with no shelter, owner counselled regarding no shelter or bedding and tethering the dog in a manner that prevents tangling, will follow up
Call for service for dogs at large, Pitbull with tags taken to residence with a warning, unable to catch small black dog at large
Responded to a report of barking dogs, contact made with dog owner
Received multiple calls from disputing neighbors in regards to an injured cat, and cats locked in a shed, both reports unfounded
*Dog vs car accident, all parties contacted
Attempted to contact dog owner on a previous dog at large call, notice left at residence
Call for service for two dogs at large on Palmer Junction, returned one to owner, impound one
Dog at large in front of residence, got out of yard, Owner notified
Report of a possible gunshot wound to a dog, unfounded
Responded to a report of a dog chasing deer, unable to locate

AEO 2018	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1												
2												
3	1											
4	1.5											
5	1.5											
6	4											
7												
8	2											
9	1											
10												
11												
12												
13												
14												
15												
16												
17	1											
18	1											
19	2											
20												
21												
22												
23												
24	2											
25												
26												
27	2											
28												
29	2											
30												
31	1											
TOTAL	22	0	0	0	0	0	0	0	0	0	0	0

Ordinance Officer Report for January 2018

Vehicles and Parking

Continued to tag and monitor vehicles parked in the right of way. Started writing warnings for vehicles parked against the flow of traffic. Continued to look for and cite vehicles parked within 10' of fire hydrants.

Vehicles Tagged	6
Vehicles Towed	2
One for excessive storage and one for impeding traffic	
Parking warnings	20
Parking Citations	1
Parked within 10' of a fire hydrant	

Health and Safety

I have continued enforcing nuisance ordinances and have seen decent compliance with people that have received warnings. We received a letter of condemnation from the engineer for the houses at 283 North 7th Avenue and 210 North 17th Avenue and are now proceeding with the abatement of those properties in February. I have been in contact with the owner of the property at 5 North 4th Avenue, he continues to be very cooperative and we are working on a plan to bring his property into compliance.

Warnings	
Refrigerators	2
Grease Interceptor	1
Dangerous trees	2
Notice of Abatements	
Dangerous Buildings	2
Garbage	1
Citation	
Garbage	1

Other

Worked with public safety committee on updating dog ordinances and on presumptive fines for parking. Ordered and received necessary equipment for animal control, we are now ready to take over animal control when that time comes.

* * * MEMORANDUM * * *

To: Members of the Elgin City Council
City Administrator

From: Laura Jane Eckstein
Municipal Court Judge

Date: February 13, 2018

Re: February 2018 monthly report of the Municipal Court to the City Council (in lieu of oral report, given ordinance readings)

All,

Things continue to go well at the Elgin Municipal Court. We had a significant upswing in activity in January, and February is holding that trend thus far. Here are some key highlights and numbers:

- Our first trial is set for Wednesday, February 14, 2018. Deputy Armstrong will function as the "prosecutor" on behalf of the City, and Mr. Trump will represent himself. This is a public hearing.

- Municipal Court revenues received:
  - 2017 = $6,381.26
  - 2018 YTD = $2,102.96
  - TOTAL revenues since reconstitution = **$8,484.22**

- January 2018 docket summary:
  - 9 traffic citations
  - 1 ordinance violation
  - 2 OTSC[1] for Failure to Appear (1 traffic and 1 ordinance)
  - 1 misdemeanor Trespass
  - 2 review hearings (traffic)
  - 1 traffic school diversion
  - TOTAL = 16 cases

[1] OTSC = Order to Show Cause why an order should not issue for contempt. These are issued by the Court, and personally served upon the Defendants by Union County Sheriff Deputies.

- Docket summary since inception – September 2017 to date
  - 35 traffic citations
  - 6 ordinance citations
  - 11 OTSC for Failure to Appear (10 traffic, 1 ordinance)
  - 1 misdemeanor Trespass
  - 3 review hearings (traffic)
  - 2 traffic school diversions
  - 2 satisfaction of ordinance violations
  - 2 closed traffic cases
  - 2 cleared traffic cases
  - 46 resuspended drivers licenses (follow up on old cases from before reconstitution of Municipal Court)
  - TOTAL = 116 cases

ELGIN MUNICIPAL COURT
P.O. Box 128
Elgin, Oregon 97827
Phone (541) 437-2253

2018 Municipal Court Dates – 2nd Quarter

Court is held the 2nd and 4th Wednesday's of the month. 1:30 – 3:30pm

April 11, 2018

April 25, 2018

May 9, 2018

May 23, 2018

June 13, 2018

June 27, 2018

Brock Eckstein

From: elginambulance@cityofelginor.org
Sent: Thursday, February 08, 2018 12:58 PM
To: Brock Eckstein
Subject: Report

Hey Brock
Not much to report. Amy is almost done with classes and doing very well. We interviewed one candidate for driver position and he will start paper work this month.
We are on run #21. Tom and I will be working on budget this month.
Thanks

Sent from my iPad

J-U-B ENGINEERS, INC.

J-U-B COMPANIES | THE LANGDON GROUP | GATEWAY MAPPING INC.

CITY OF ELGIN CITY COUNCIL - ENGINEERING UPDATE

February 2018

ACTIVE TASK ORDERS

Project Name	Start	End	Summary of Progress
Sewer Collection System PER	October 2017	April 2018	Review and analyze data collected by City. Incorporate data into the existing Geodatabase. Write draft report.
Small City Allotment – 14th Avenue	February 2018	Spring	J-U-B is in the process of developing a Scope of Work.
North Development	February 2018	Summer	J-U-B is assisting the City with preliminary planning efforts.

Elgin Municipal Engineering:

- ☐ Sewer Collection System PER
  - USDA Rural Development Grant ($30k) funds and the IFA Technical Assistance Grant ($20k) funds are obligated.
  - City staff has conducted an existing condition analysis on the sewer system. City crews used the City of La Grande's TV camera to inspect the City sewers. J-U-B is reviewing and analyzing this data and incorporating the data into the existing geodatabase. Recommended projects will be developed once the data analysis is complete.
  - Development of the draft report is underway.
  - The PER will be completed and approved for use in the spring 2018 block grant application.
- ☐ Small City Allotment
  - Elgin was awarded a $50,000 Small City Allotment through ODOT.
  - City plans to add curb, gutter, and sidewalks to two blocks of 14th Avenue between Highway 204 and Birch Street.
  - J-U-B is currently developing a scope of work to assist with the design.
- ☐ North Development
  - J-U-B is assisting Elgin with preliminary planning efforts of the proposed utilities for the development north of town.
  - J-U-B has contacted the regulatory agencies to determine what documentation is needed to approve the utilities for incorporation into the City's system.

Items of General Municipal Engineering Interest:

- ☐ None this month.

ELGIN PARKS & RECREATION DISTRICT
Elgin Community Center
260 N 10th Avenue, PO Box 218
Elgin, OR 97827-0128
Ph: 541-437-5931 Email: parksandrecreationsupv@cityofelgin.org

Feb 6th Monthly Report

- **Lonnie Shurtleff will be doing a Cowboy/Poetry night on Feb 16th**
- **Met with Pat Hoffman from Pacific Empire Radio and he would like to do radio ads for the center and pool. Cost per spot would be $5 per ad after their matching program.**
- **Still working to get more bids on the door lock replacements and rekeying of the building.**
- **Got back quote from Todd from OTEC on the cost of the energy savings project for the Community Center. I will present the report next month in person at the meeting along with hopefully quotes on the rest of the city buildings as well.**
- **Brian from SDIS rescheduled his appointment and will be coming in March. I received a copy of the last walk through via Kyle Evans at Wheatland, so that Jason and I can make sure that past issues have been taken care of.**
- **Also received a copy of our current insurance policy from Kyle to review and see if we want to make any changes for the coming year.**
- **Spoke with Matt from Union County Little League. I will be attending their next board meeting on Monday, as we look to partner with them and run a great program here in Elgin.**

- **Things at the RV Park are going well. We still are down to 13 monthly spaces being rented.**

- **We did have a issue with one of the transfer pumps, but Dan and the Public Works crew pulled it out and have new parts coming to repair it.**

- **With this nice weather we are just working on trimming back some of the trees and brush around the park and river and working on leveling out some pads with more gravel.**

- **We received back the quote from Frontier to replace the WIFI system, and Brock will present that for your approval.**

- **Also I will be on vacation from Feb 19th-26th. Jason will have the cell phone. We will have community center calls forwarded to that phone. I will be available evenings to check voicemails on my person cell.**

Monthly Council Report

February 2018

Library

Previous Activities

Library received the $6,000 Union County funding in January.

Current Activities

We have a Foster Grandparent she has signed up to have a story time for this summer on Wednesday evenings at 6:pm-7:pm starting in June. Foster Grandparent is a program that provides low-income senior volunteers the opportunity to "give back" to their community. The program is sponsored by Community Counseling Solutions in Heppner (FGP office is in Pendleton) and is funded by the Corporation for National Service.

City of Elgin
P.O. Box 128 - 180 N. 8th Ave. - Elgin, OR 97827
Voice :(541)437-2253 Fax :(541)437-0131

Monthly Administrator Report

Mr. Mayor and City Councilors,

- Frontier Contract for RV Park
- Nexus Contract for Court
- Grant/Project Update
- March Meeting

Brock Eckstein

City Administrator

Financial Documents Emailed to Council

Frontier COMMUNICATIONS

EQUIPMENT PURCHASE AND INSTALLATION SCHEDULE
Business
Frontier Confidential

This is Schedule Number S-0000176201 to the Frontier Services Agreement dated 01/31/2018 **("FSA")** by and between City Of Elgin ("**Customer**") and **Frontier Communications of America, Inc.** on behalf of itself and its affiliates ("Frontier"). Customer orders and Frontier agrees to provide the Services and Equipment identified in the Schedule below.

Customer Information:

Installation Site:	180 N 8th Ave, Elgin, Oregon, 97827	**Schedule Date:**	01/31/2018
Billing Address:	180 N 8th Ave, Elgin, Oregon, 97827	**Requested Install Date:**	03/30/2018
Single Point of Contact ("SPOC"):	Brian Brian	**Phone:**	(541) 786-1662

Equipment Purchase and Installation Services:	**Payment**
A. Equipment and associated products specifically identified in **Attachment 1 ("Equipment")**	**$ 6,003.54**
B. **Installation & Training Services** as specified in **Attachment 2: Scope of Work ("SOW")** (including adjustments from Section 6 of Attachment 2, if applicable)(" **Services**")	**$ 598.54**
Total Payment:	**$ 6,602.52**
Payment Schedule:	As described below

Frontier reserves the right to invoice Customer for all costs incurred, if Installation Services are stopped, delayed, or rescheduled for more than 45 days, whether due to a request by Customer or as a result of a failure of Customer to meet the responsibilities outlined in Attachment 2.

*** Payment Plan – for Equipment & Services with the following Total Payment:**
(a) < $25,000: Equipment payment 100% on delivery; Services 100% on Frontier provision of COC (described below),
(b) >= $25,000: Equipment payment 25% on mutual execution of this Schedule, remainder on shipment of Equipment; Services 100% per COC or COA (described below).

Lease/Financing Option: **NO** ☒

YES ☐ (if checked **the Payment Schedule will be 100% on Acceptance**, and the following terms apply)

Customer has entered into a financing agreement with ("Lender"). Frontier will exercise commercially reasonable efforts to cooperate with Lender, and will accept Lender's payment pursuant to this Schedule on Customer's behalf. Upon Frontier's receipt of payment in full for the Equipment from Lender, Customer shall have no further interest in, or right to the Equipment except such interest as is set forth in any financing agreement between Customer and Lender. Notwithstanding the foregoing, Customer acknowledges and agrees that it is solely responsible to Frontier for the terms and conditions of this Schedule and Frontier is not responsible for, and bears no risk with respect to such financing agreement, including but not limited to Lender's approval or rejection of Customer's creditworthiness, or the performance under any such financing agreement by any party thereto. In the event Lender does not approve or otherwise fails to assume responsibility for payment, Customer will remain responsible to Frontier for all of the terms and conditions (including but not limited to charges) outlined in this Schedule.

1. Equipment Delivery and Billing. With respect to Equipment that is not a Drop-Ship Order (described below), Frontier will, at a Frontier facility or other location (not the Customer's address), receive, inventory, and / or preprogram or stage such Equipment as required prior to delivery to Customer. Once these tasks are completed, Frontier will deliver such Equipment to the Customer at the Installation Site. Upon such delivery, risk of loss for such Equipment so delivered shall pass to Customer and Customer has the insurable interest in such Equipment. Customer will be responsible for securely storing such Equipment, and providing such Equipment to Frontier's representatives (typically, installation technicians) at the time of installation. If the Equipment alone has a price less than twenty-five thousand dollars ($25,000), then Customer shall be deemed to have accepted such Equipment upon delivery ("Acceptance") and Frontier billing will commence at this time for such Equipment. If the Equipment alone has a price equal to or greater than twenty-five thousand dollars ($25,000) or more, then Frontier will provide to Customer at Equipment delivery a Certificate of Acceptance ("COA") for such Equipment, that Customer shall return to Frontier within five (5) business days of delivery. If the COA for Equipment is not received by Frontier within such time and Customer has not notified Frontier in writing of a material problem related to such Equipment, then Customer shall be deemed to have accepted ("Acceptance") the Equipment and billing will commence.

2. Services and Billing. With respect to Services, Frontier will notify Customer upon Frontier's completion of the Services. If the Total Payment amount is less than $25,000, then Frontier shall provide to Customer a Certificate of Completion ("COC") for Services (that the Customer is not required to complete and return to Frontier) and billing for such installation and/or training services shall commence. If the Total Payment amount is equal to or greater than $25,000, then Frontier shall provide to Customer a Certificate of Acceptance ("COA") for Services that Customer shall complete and return to Frontier within five (5) business days and billing shall commence. If the COA for Services is not returned within such period, and Customer has not notified Frontier in writing of a material problem related to the Services, then Customer shall be deemed to have accepted such Services ("Acceptance") and billing shall commence. If there are minor pending items, the COA for Services will be signed by Customer with a list of exceptions (punch list), and Frontier will address the punch list items in a timely manner following the Acceptance.

3. Drop-Ship Orders. Drop-Ship orders are separately addressed using Frontier's customary "Equipment Purchase Drop-Ship Schedule."

4. Manufacturer Requirements. Customer acknowledges and agrees that the Equipment and Services provided by Frontier hereunder are subject to the terms, conditions and restrictions contained in any applicable agreements (including software or other intellectual property license agreements) between Frontier and Frontier's vendors, and **all applicable licenses are subject to the manufacturer's end user license terms and conditions**.

5. Title. Frontier retains legal title to the Equipment until the NRCs identified above are paid in full. Customer grants a security interest in the Equipment to Frontier, pending full payment, and shall take all additional measures necessary to perfect such security interest at Frontier's request.

6. Warranty.

a. Equipment. All Equipment is warranted pursuant to the applicable manufacturer's standard warranty provisions, as outlined in the documentation packaged with the Equipment. This Schedule shall not be construed as granting a license with respect to any patent, copyright, trade name, trademark, service mark, trade secret or any other intellectual property, now or hereafter owned, controlled or licensable by Frontier or the third party manufacturers. Customer agrees that Frontier has not made, and that there does not exist, any warranty, express or implied, that the use by Customer of the Equipment will not give rise to a claim of infringement, misuse, or misappropriation of any intellectual property right.

b. Services. Frontier warrants that any cables and connectors, provided by Frontier as a result of installation, between the Equipment and any other equipment at the Installation Site will be in good working order for a period of thirty (30) days after installation; provided, however, that any failure of such cables and connectors is not caused by Customer's misuse or abuse.

c. **THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND FRONTIER DISCLAIMS ALL OTHER WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FUNCTION, TITLE OR NONINFRINGEMENT OF THIRD-PARTY RIGHTS.**

7. Insurance. While Customer (or Lender if applicable) holds risk of loss and until title for any piece of Equipment purchased hereunder passes to Customer, Customer shall maintain insurance with limits sufficient to cover the replacement cost of the Equipment, issued by reputable and financially sound insurance companies authorized to do business in the state where the Equipment is located and with an A.M. Bests Rating of A IX or better. THE INSURANCE COVERAGE LIMITS SHALL IN NO ANY WAY RESTRICT OR DIMINISH CUSTOMER'S LIABILITY UNDER THIS SCHEDULE. Customer will submit to Frontier a standard "Accord" insurance certificate (or comparable form acceptable to Frontier) signed by an authorized representative of such insurance company(ies), certifying that the insurance coverage(s) required hereunder are in effect for the purposes of this Schedule. Said insurance certificate shall certify that no material alteration, modification or termination of such coverage(s) shall be effective without at least 30 days advance written notice to Frontier. All policies shall name Frontier as Additional Insured as respects Customer's liability under this Schedule. Customer's insurance shall be considered primary and not excess or contributing with any other applicable insurance.

8. Remedies for Default. In the event of Customer's default hereunder or termination for any reason prior to Frontier's receipt of payment in full, Frontier shall have the following remedies: (a) to retain any payments made as liquidated damages; (b) to enter upon the Installation Site or other premises, and remove all or any part of the Equipment; (c) to sell, lease or otherwise dispose of all or any part of the Equipment either before or after repair, at public or private sale, for the account of the Customer, Customer to be liable for the cost of repair and any deficiency; (d) at its option, with notice required by law, to retain all or any part of the Equipment in satisfaction of the indebtedness of Customer; (e) to commence, continue or defend proceedings in any court of competent jurisdiction for the purpose of exercising any of the rights, powers and remedies set out herein; and; (f) to enforce any other right or remedy that Frontier may have under this agreement or by law.

9. Change Management Process. Customer may request changes in or additions to this Schedule by completing a Change Order form (provided by Frontier) and submitting such form to Frontier for review. Frontier will comply, to the extent feasible, with requested changes; provided that if Frontier determines that such changes cause an increase or decrease in the cost of or time required for performance of the work, Frontier will advise Customer thereof and such adjustments shall be reflected in Frontier's response to the Change Order. The Change Order will not become effective unless and until mutually agreed and executed by both parties. If the Change Order results in additional charges, Frontier will begin work in response to an executed Change Order only after Frontier has received a Purchase Order for the additional work. Change orders executed after Equipment billing has occurred, will be billed when additional equipment is delivered. Change orders including for additional labor or completion delays caused by the change order will result in billing for the labor provided as per the original FSA. Proposed change orders significantly changing the scope of the project may require a separate FSA and / or schedule at Frontier's discretion. All executed Change Orders will be subject to the terms and conditions of the FSA, and this Schedule.

This Schedule is not effective and pricing, dates and terms are subject to change until signed by both parties. This Schedule and any of the provisions hereof may not be modified in any manner except by mutual written agreement. The above rates do not include any taxes, fees or surcharges applicable to the Equipment or Service. This Schedule, the documents incorporated herein by reference, and all terms and conditions of the FSA, comprise the entire agreement between the parties with respect to the purchase of Equipment and Services described herein, and supersede any and all prior or contemporaneous agreements, representations, statements, negotiations, and undertakings written or oral with respect to the subject matter hereof.

Frontier Communications of America, Inc.		City Of Elgin
Frontier's Signature:		***Customer's Signature:***
Printed Name:		**Printed Name:**
Title:		**Title:**
Date:		**Date:**

Attachment 1

*Only specifically identified Equipment and Licenses identified in this Attachment are included.

Qty	Part #	Description	Unit Price	Extended Price
7	9U1-T300-US01	ZoneFlex T300 Unleashed, omni, outdoor access point, 802.11ac 2x2:2 internal BeamFlex+, dual band concurrent, one ethernet port, PoE input, includes mounting bracket and one year warranty. Does not include PoE injector.	$761.76	$5,332.32
2	806-RUNL-3U00	End User Support for Unleashed Access Points, 3 Year	$35.29	$70.58
2	1700571F1	NetVanta 1531P 8 port managed Layer 3 Lite 10/100/1000	$294.12	$588.24
7	ICPCSK05BL	PATCH CORD CAT6 MOLDED BOOT BLUE 5FT	$1.84	$12.85
		Material Summary		$6,003.98
		Labor & Warranty		$598.54
		Project Total Investment		***$6,602.52***

Attachment 2
Scope of Work
Installation Services

1. Overview.

a. This Scope of Work ("SOW") outlines the services and deliverables Frontier will provide as part of the Installation Services. In addition, this SOW outlines the roles and responsibilities of Frontier and Customer with respect to the Installation Services, and the key dependencies upon which this SOW is based.

b. During the installation process, Frontier will work closely with Customer on a consultative basis to ensure the successful completion of this SOW. **This SOW outlines all services and deliverables covered by the compensation outlined in the Schedule.** Any requested changes or additions to this SOW may only be accommodated according to the change management process outlined in Section 7 of the Schedule.

c. The services and deliverables described in this SOW are designed to properly configure the Equipment according to manufacturer specifications. In addition, all work performed by Frontier pursuant to this SOW will comply with manufacturer-recommended installation procedures.

d. The work described under this SOW will begin on a date mutually agreeable to Customer and Frontier. The start date will be determined following full execution of both the Schedule incorporating this SOW and the underlying Frontier Service Agreement.

2. Key Assumptions. This SOW and related pricing are based on the following key assumptions. If these assumptions are not met, changes in project scope, pricing and/or schedule may be required in order to satisfy project objectives.

a. Hours. All work will be performed during normal business hours (8:00am – 5:00pm local time, excluding holidays).

b. Installation. Customer is responsible for providing and configuring all routers, switches, and servers necessary for installation of the Equipment. Frontier is not responsible for anything outside the scope of this SOW, unless outlined in a mutually agreed Change Order to this SOW.

c. Wiring. Wiring is in place, easily accessible, in proper working order, properly identified on both ends and within reach of the provided 2m patch cord for IP devices or the provided 12' line cord for digital devices of the set location is to be placed for this installation. Unless otherwise specifically agreed in Section 6 or a Change Order, installation and/or repair of wiring is not included in this SOW.

d. Standards. All routers and switches supporting a VoIP System must meet industry standards for Quality of Service (QOS).

e. Installation Site. Customer will ensure that the installation site is prepared for and compatible with the installation services and operation of the Equipment, including but not limited to the following:

customer must provide conduit path from serving ped to main demarcation point. customer may need to provide mounting surfaces or poles to place wifi access points on.

f. Scheduling. Frontier resources will be assigned and scheduled based on availability. An initial project meeting will be held with the Frontier implementation team and Customer-designated representatives. During this meeting critical implementation milestones will be determined. If applicable a Frontier-assigned Project Manager will be responsible for maintaining the master project schedule. Installation Services will be performed during regular business hours (8 a.m. to 5 p.m. local time) unless otherwise outlined in Section 6.

g. Cut-Over. Installation Services by Frontier will be completed in one (1) single continuous phase, unless a "multi-phased" implementation is requested by Customer and agreed per Section 6 or Change Order. In the event a multi-phased implementation is requested, additional charges will apply.

h. Removal of Existing Equipment and Infrastructure. Frontier is not responsible for removal, disposal and cleanup of existing cable, telephony and associated equipment (e.g., power supplies, racks, blocks, etc.), unless specified in Section 6.

i. Out-of-Scope Services. For clarification, anything not expressly identified in this SOW as provided by Frontier is out-of-scope, including but not limited to the following:

- Hardware, software, telecommunications or network technology not included in the original design.
- Installation and configuration changes that result from site additions or relocations that were not included in this SOW.
- Delays of more than one half (1/2) hour resulting from Customer's failure to meet its responsibilities.
- Additional site visits required by Frontier personnel as a result of changes in Customer requirements or Customer's failure to meet its obligations.

3. Frontier Responsibilities.

a. Scope. Frontier will perform the following installation Services:

Frontier will be installing access points and switches and Ruckus will be providing intitial setup and config.

b. Performance of Work. Frontier will install the Equipment. Installation Services will be performed in a workmanlike manner consistent with manufacturer-published specifications and practices. Workmanship will comply with applicable NEC (National Electric Code) and TIA (Telecommunication Industries Association) standards.

c. Miscellaneous. Frontier is also responsible for the following:

- Provide status to Customer SPOC per a mutually agreed schedule.
- Provide installation, configuration and testing of Equipment & licensed software.
- End user training per Section 5.
- Basic system administration training per Section 5.
- Provide system documentation to Customer.
- Provide support contact information to Customer to respond to questions during the installation project.
- Prior to the scheduled installation date, Frontier will provide manufacturer and/or Equipment and license specific requirements for QoS, DHCP, application and integration with respect to the design and configuration to which Customer's network must adhere.
- Confirm that all shipped Equipment to the Installation Site aligns with the Parts List ordered by Frontier on behalf of the Customer.

4. Customer Responsibilities: Customer is responsible all network elements not specifically identified in this SOW as a Frontier responsibility, including but not limited to the following:

- Provide a qualified SPOC responsible for communicating Customer's requests to Frontier, and assume responsibility for all requests for modification.
- Ensure that Customer Information Technology resources will be available as required by Frontier.
- Provide Frontier employees or representatives access, escort, suitable work space and safety training (if required by Customer).
- Actively and promptly assist in database gathering and providing all information required by Frontier for installation purposes.
- All data network requirements (hardware and software), except as otherwise specifically ordered through Frontier.
- All voice and data wiring, except as specifically outlined in this SOW or a separate Frontier Schedule. Any required modifications/adds/repairs during the installation project are billable.
- QoS for VoIP systems
- Administrative formal training for Customer employees, unless ordered through Frontier.
- Manage and coordinate 3rd party vendors, as necessary, to allow the installation project to proceed as scheduled.
- All manufacturer recommended environmental, HVAC, power and grounding requirements.

- All patch cables that are required with the exception of the single 2m (6.5') patch cord provided with each IP device or a single 12ft line cord for each digital phone.
- Ensure that all network equipment, configurations, cabling, power and grounding requirements are completed prior to installation start date.
- Provide Frontier with two (2) copies of current floor plans of the Installation Site that identify the placement of all cable plant, desktop devices, voice mailbox users and PCs as applicable to Frontier's installation responsibilities hereunder. These floor plans must be signed to indicate their completeness and accuracy. If cable records are inaccurate or unavailable, Frontier will require the purchase of cable "Tone & Testing" to generate updated cable plant and cross-connect records.
- All drilling at the Installation Site with the exception that Frontier will complete any drilling to secure required Equipment racks.
- Ensure all servers and computers supplied by the Customer meet the hardware and software specifications for all application software purchased.
- Provide Frontier with all required information to successfully integrate Installed Equipment and any OEM equipment supplied by the Customer.
- Provide a secure location for Equipment shipped to the Installation Site and sign required documentation (e.g. packing slip) to confirm receipt of ordered Equipment at the Installation Site. Upon signing the required documentation, the Customer is responsible for all Equipment.
- Wiring, cabling and connection to interface(s) of 3rd Party vendor equipment associated with the Installation (including headsets)
- Provide a minimum of two (2) static IP addresses for each installed system.
- Provide a working wire line telephone in or near the room of installed Equipment.
- Provide adequate conduit, duct and trough availability for required cabling associated with the installation.
- Prior to Project implementation, identify and remove all contaminated areas from asbestos or other hazardous materials. If Frontier discovers contaminated areas during Installation, Frontier will cease all Project activity until all hazardous materials are removed. Customer is responsible for all costs associated with removal of hazardous materials and additional costs incurred from Project delays due to the removal of hazardous materials.

5. Training.

a. Frontier will provide end user training for installed Equipment, as applicable, using one or a combination of the following methods: on site, virtual leader lead, or web based self paced. Any onsite training will be conducted in one single continuous phase. In the event that multi-phased training is requested, additional charges will apply and must be noted in Section 6.

b. Customer will (i) work with Frontier to identify a training time and date, (ii) provide a suitable on-site training facility for training classes, and (iii) identify the class participants and ensure their participation. The training room must be adequately cabled for installation of the training room phones. The parties will mutually agree to a date and time for the training class. Frontier is responsible for providing the training room phones (if applicable), and providing Customer with a copy of the training materials. If training is delayed by Customer for any reason, or by Frontier as a result of Customer's failure to provide a reasonable number of attendees per class (in Frontier's reasonable determination), additional charges will apply.

c. Training for digital and VoIP telephones will not exceed one (1) hour of training for every 12 telephones purchased, and the following basic administration training will also be provided by the installing technician at the time of installation:

- How to login / reset user password on system
- How to set up a new extension
- How to remove an extension
- How to reset a VM password

6. Exceptions and Additional Scope Elements. Notwithstanding anything otherwise stated, Frontier will perform the following non-standard installation tasks as part of is SOW and/or Customer will assume responsibility for the standard installation tasks identified below. Line item NRCs below, whether additional NRC related to Frontier's performance or a reduction in the NRC based on Customers assumption of responsibility, are incorporated into the overall NRC represented in the Schedule.

Frontier will perform the following non-standard tasks:	Additional NRC
	$
	$
	$
	$
Customer assumes responsibility for (and Frontier will NOT perform) the following standard tasks:	**Reduced NRC**
	$
	$
	$
	$

Frontier BUSINESS

Qty	Part #	Description	Unit Price	Extended Price
7	9U1-T300-US0	ZoneFlex T300 Unleashed, omni, outdoor access point, 802.11ac 2x2:2 internal BeamFlex+, dual band concurrent, one ethernet port, PoE input, includes mounting bracket and one year warranty. Does not include PoE injector.	$761.76	$5,332.32
2	806-RUNL-3U0	End User Support for Unleashed Access Points, 3 Year	$35.29	$70.58
2	1700571F1	NetVanta 1531P 8 port managed Layer 3 Lite 10/100/1000	$294.12	$588.24
7	ICPCSK05BL	PATCH CORD CAT6 MOLDED BOOT BLUE 5FT	$1.84	$12.85
		Material Summary		$6,003.98
		Labor & Warranty		$598.54
		Project Total Investment		***$6,602.52***

Frontier COMMUNICATIONS

ETHERNET INTERNET ACCESS (EIA) SCHEDULE

Frontier Confidential

This is Schedule Number S-0000176527 to the Frontier Services Agreement dated 01/31/2018 ("FSA") by and between City Of Elgin ("Customer") and **Frontier Communications of America Inc.** on behalf of itself and its affiliates ("Frontier"). Customer orders and Frontier agrees to provide Services and Equipment identified in the Schedule below.

Primary Service Location: 255 CEDAR ST, Elgin, Oregon, 97827
Schedule Type/Purpose: **Order for new Services**
Schedule Date: 02/28/2018
Service Term: 84

Service Summary	NRC	MRC
Ethernet Access Circuit(s) (details in Table 1)	$ 0.00	$ 887.00
Managed Router (details in Table 1)	$	$
Static Block(s) (*NRC waived on Renewal; details in Table 2)	$	$
Special Construction	$	$
Total:	**$ 0.00**	**$ 887.00**

Table 1: Ethernet Access Circuit & Managed Router

Service Location	Service Address, and NPA NXX:	Service		Charges NRC	Charges MRC
A new	255 CEDAR ST, ELGIN, OR, 97827, 541 437	Access CIR (Mbps) Managed Router	100 Mbps Select	$ 0.00 $	$ 887.00 $
B	street, city, state, zip, NPA NXX	Access CIR (Mbps) Managed Router	Mbps Select	$ $	$ $
C	street, city, state, zip, NPA NXX	Access CIR (Mbps) Managed Router	Mbps Select	$ $	$ $
D	street, city, state, zip, NPA NXX	Access CIR (Mbps) Managed Router	Mbps Select	$ $	$ $
E	street, city, state, zip, NPA NXX	Access CIR (Mbps) Managed Router	Mbps Select	$ $	$ $
F	street, city, state, zip, NPA NXX	Access CIR (Mbps) Managed Router	Mbps Select	$ $	$ $
G	street, city, state, zip, NPA NXX	Access CIR (Mbps) Managed Router	Mbps Select	$ $	$ $
H	street, city, state, zip, NPA NXX	Access CIR (Mbps) Managed Router	Mbps Select	$ $	$ $
I	street, city, state, zip, NPA NXX	Access CIR (Mbps) Managed Router	Mbps Select	$ $	$ $
J	street, city, state, zip, NPA NXX	Access CIR (Mbps) Managed Router	Mbps Select	$ $	$ $
K	street, city, state, zip, NPA NXX	Access CIR (Mbps) Managed Router	Mbps Select	$ $	$ $
L	street, city, state, zip, NPA NXX	Access CIR (Mbps) Managed Router	Mbps Select	$ $	$ $
M	street, city, state, zip, NPA NXX	Access CIR (Mbps) Managed Router	Mbps Select	$ $	$ $
N	street, city, state, zip, NPA NXX	Access CIR (Mbps) Managed Router	Mbps Select	$ $	$ $
			Subtotal:	$	$

Table 2: IP Addresses

Static Block (*NRC waived on Renewal)	NRC	MRC
Service Location (from Table 1): A	/29 - $0 NRC, $0 MRC	
Service Location (from Table 1): select	none	
Service Location (from Table 1): select	none	
Service Location (from Table 1): select	none	
Subtotal:	**$ 0.00**	**$ 0.00**

1. Service Description.

Ethernet Internet Access is a data service comprised of a User Network Interface (UNI) and an Ethernet Virtual Connection (EVC) to the Internet which provides traffic separation, privacy, and security.

Managed Router Service Description. Frontier will configure the Router based on documented customer requirements. Customer shall permit Frontier to access the Router's Simple Network Management Protocol (SNMP) variables, and Customer shall, at Frontier's request, permit one or more Frontier network management systems to be the recipient of SNMP

trap messages. Frontier will perform monitoring based on standard SNMP traps received from the Router. Frontier will work to isolate and determine the source and severity of the problems. If a problem is caused by either the network transport or the Router, Frontier and Customer will cooperate to restore the Router to operational condition. If the source of the problem is within the Router, Frontier will be responsible for the repair or replacement of the Router, in Frontier's sole discretion. If the source of the problem is not the Router, at Customer's request Frontier will cooperate with Customer to conduct testing and repair activities, subject to Frontier's standard technician rates. Frontier has no responsibility with respect to: (i) electrical work external to the Router, including but not limited to power or back-up power to or from the Router; (ii) Router failures caused by factors not related to the Router or outside Frontier's control, including but not limited to failure of the Service Location or any of Customer's other network equipment or facilities to conform with Frontier's specifications; (iii) use of the Router for any purpose other than as intended by the manufacturer; (iv) damage caused by anyone other than an Frontier employee or representative; (v) Router supplies, accessories, painting, or refurbishing; and (vi) any activity related to anything not furnished by Frontier, or use of Router which fails to conform to manufacturer or Frontier specifications.

2. **Special Construction: All Services are subject to availability and Frontier Network limitations.** The rates identified in this Schedule are estimated based on standard installation costs and Services may not be available at all service locations at the rates identified. If Frontier determines, in its reasonable discretion, that the costs of provisioning Service to any service location are materially higher than normal, Frontier will notify Customer of the additional costs associated with provision of the Services and request Customer's acceptance of such costs as a condition to proceeding ("Special Construction"). Upon notification that Special Construction is required, Customer will have ten (10) business days to notify Frontier of its acceptance. If the Customer does not agree to the Special Construction within ten (10) business days, the Customer shall be deemed to have cancelled the Service Schedule without further liability. If the Customer agrees to the Special Construction, Frontier and Customer will execute a replacement Schedule.

3. **Obligations of Customer.** Customer is responsible to ensure appropriate processes and protocols are in place for rate shaping to the amount of throughput ordered. Customer acknowledges that failure to comply with this responsibility may negatively impact Service performance.

4. **Internet Acceptable Use Policy and Security.** Customer shall comply, and shall cause all Service users to comply, with Frontier's Acceptable Use Policy ("AUP"), which Frontier may modify at any time. The current AUP is available for review at the following address, subject to change: http://www.frontier.com/policies/commercial_aup/. Customer is responsible for maintaining awareness of the current AUP and adhering to the AUP as it may be amended from time to time. Failure to comply with the AUP is grounds for immediate suspension or termination of Frontier Internet Service, notwithstanding any notice requirement provisions of the FSA. Customer is responsible for the security of its own networks, equipment, hardware, software and software applications. Abuse that occurs as a result of Customer's systems or account being compromised or as a result of activities of third parties permitted by Customer may result in suspension of Customer's accounts or Internet access by Frontier. Customer will defend and indemnify Frontier and its affiliates with respect to claims arising from Customer's or third parties' usage of Frontier Internet access through Customer's hardware or software.

This Schedule is not effective and pricing, dates and terms are subject to change until signed by both parties, and may not be effective until approved by the FCC and/or applicable State Commission. This Schedule and any of the provisions hereof may not be modified in any manner except by mutual written agreement. The above rates do not include any taxes, fees or surcharges applicable to the Service. This Schedule, and all terms and conditions of the FSA, is the entire agreement between the parties with respect to the Services described herein, and supersedes any and all prior or contemporaneous agreements, representations, statements, negotiations, and undertakings written or oral with respect to the subject matter hereof.

Frontier Communications of America, Inc.		**City Of Elgin**	
Signature:	_____	Signature:	_____
Printed Name:	_____	Printed Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

Table of Contents

1 Planner Report
- 1.1 Planner AP List
- 1.2 Planner AP Location Map
- 1.3 Planner Signal Coverage
- 1.4 PHY Data Rate Coverage
- 1.5 Throughput
- 1.6 Operating Mode
- 1.7 802.11n Channel Width
- 1.8 802.11n Highest MCS Index

1 Planner Report

Ruckus Zone Planner simulates Access Points as well as antenna and building characteristics to predict the number of Access Points needed and their respective locations before an actual WiFi deployment. This report provides real-time Access Point signal coverage for the floor plan and recommends the number of Access Points needed and their locations on a floor plan (marked by numbers in red).

This report also provides detailed information for the Access Points being deployed:

- Name/ MAC address of the Access Point.
- Channel/SSID allocated.
- Planned location co-ordinates for the Access Point.
- Height of the Access Point/antenna above floor level.
- Type of the antenna and its specifications.

1.1 Planner AP List

The table below lists the properties for each AP placed on the plan, including its name, location (as obtained from the grid on the previous page), MAC address, SSID, height, antenna type and angle of orientation, channel, and power.

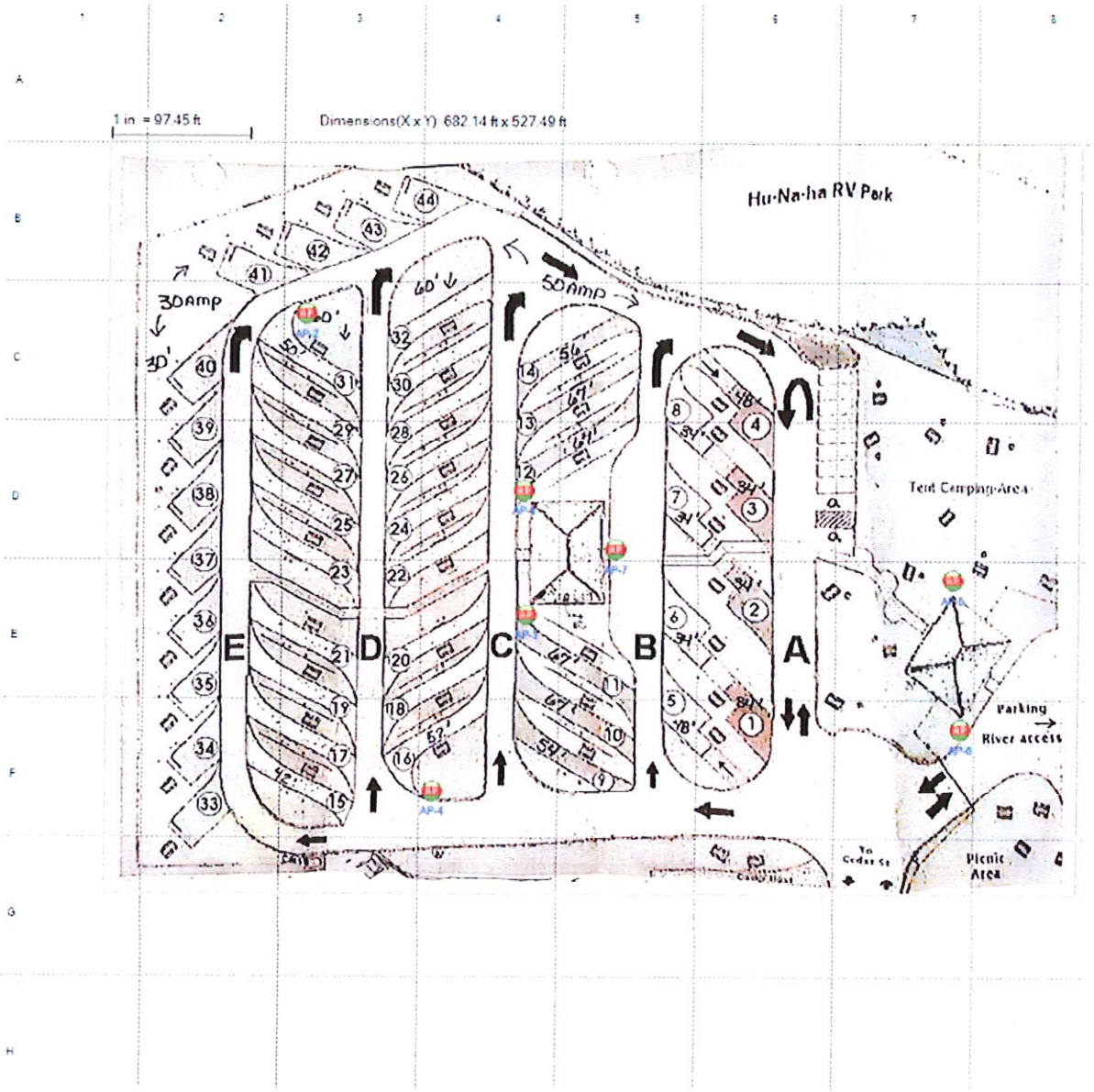
Note that some APs may have two listings: the first represents the AP's 802.11a antenna, and the second 802.11b/g. Since these two mediums may have different antenna types and properties, they are separated in the table. This list can be used as a 'shopping list' or 'bill of materials list' for the wireless equipment to be purchased.

	AP Name	Location:	MAC	SSID	Height
1	AP-1(BGN)	4-D	00:00:00:00:00:01	Unknown SSID	10
	Antenna: Ruckus-T300 2.4GHz gn Az		**Channel:** 1	**Angle:** 0	**Power:** 25 mWatts
	AP-1(AN)	4-D	00:00:00:00:00:02	Unknown SSID	10
	Antenna: Ruckus-T300 5GHz ac Az		**Channel:** (36,1)	**Angle:** 0	**Power:** 100 mWatts
2	AP-2(BGN)	3-C	00:00:00:00:00:03	Unknown SSID	10
	Antenna: Ruckus-T300 2.4GHz gn Az		**Channel:** 1	**Angle:** 0	**Power:** 25 mWatts
	AP-2(AN)	3-C	00:00:00:00:00:04	Unknown SSID	10
	Antenna: Ruckus-T300 5GHz ac Az		**Channel:** (36,1)	**Angle:** 0	**Power:** 100 mWatts
3	AP-3(BGN)	4-E	00:00:00:00:00:05	Unknown SSID	10
	Antenna: Ruckus-T300 2.4GHz gn Az		**Channel:** 1	**Angle:** 0	**Power:** 25 mWatts
	AP-3(AN)	4-E	00:00:00:00:00:06	Unknown SSID	10
	Antenna: Ruckus-T300 5GHz ac Az		**Channel:** (36,1)	**Angle:** 0	**Power:** 100 mWatts
4	AP-4(BGN)	4-F	00:00:00:00:00:07	Unknown SSID	10
	Antenna: Ruckus-T300 2.4GHz gn Az		**Channel:** 1	**Angle:** 0	**Power:** 25 mWatts
	AP-4(AN)	4-F	00:00:00:00:00:08	Unknown SSID	10
	Antenna: Ruckus-T300 5GHz ac Az		**Channel:** (36,1)	**Angle:** 0	**Power:** 100 mWatts
5	AP-5(BGN)	7-E	00:00:00:00:00:09	Unknown SSID	10
	Antenna: Ruckus-T300 2.4GHz gn Az		**Channel:** 1	**Angle:** 0	**Power:** 25 mWatts
	AP-5(AN)	7-E	00:00:00:00:00:0A	Unknown SSID	10
	Antenna: Ruckus-T300 5GHz ac Az		**Channel:** (36,1)	**Angle:** 0	**Power:** 100 mWatts
6	AP-6(BGN)	7-F	00:00:00:00:00:0B	Unknown SSID	10
	Antenna: Ruckus-T300 2.4GHz gn Az		**Channel:** 1	**Angle:** 0	**Power:** 25 mWatts
	AP-6(AN)	7-F	00:00:00:00:00:0C	Unknown SSID	10
	Antenna: Ruckus-T300 5GHz ac Az		**Channel:** (36,1)	**Angle:** 0	**Power:** 100 mWatts

7	AP-7(BGN)	5-D	00:00:00:00:00:0D	Unknown SSID	10
	Antenna: Ruckus-T300 2.4GHz gn Az		**Channel:** 1	**Angle:** 0	**Power:** 25 mWatts
	AP-7(AN)	5-D	00:00:00:00:00:0E	Unknown SSID	10
	Antenna: Ruckus-T300 5GHz ac Az		**Channel:** (36,1)	**Angle:** 0	**Power:** 100 mWatts

1.2 Planner AP Location Map

The image below displays the site map with a grid overlay to provide a means of describing each AP's location (for example, an AP placed in the top-left corner of the grid will be described by location "1-A"). The APs are numbered in the sequence that they were placed on the plan; these numbers correspond to the APs listed in the AP List


1 in = 97.45 ft
Dimensions(X x Y) 682.14 ft x 527.49 ft
Hu-Na-ha RV Park
30Amp
50Amp
Tent Camping Area
Parking
River access
Picnic Area
E
D
C
B
A

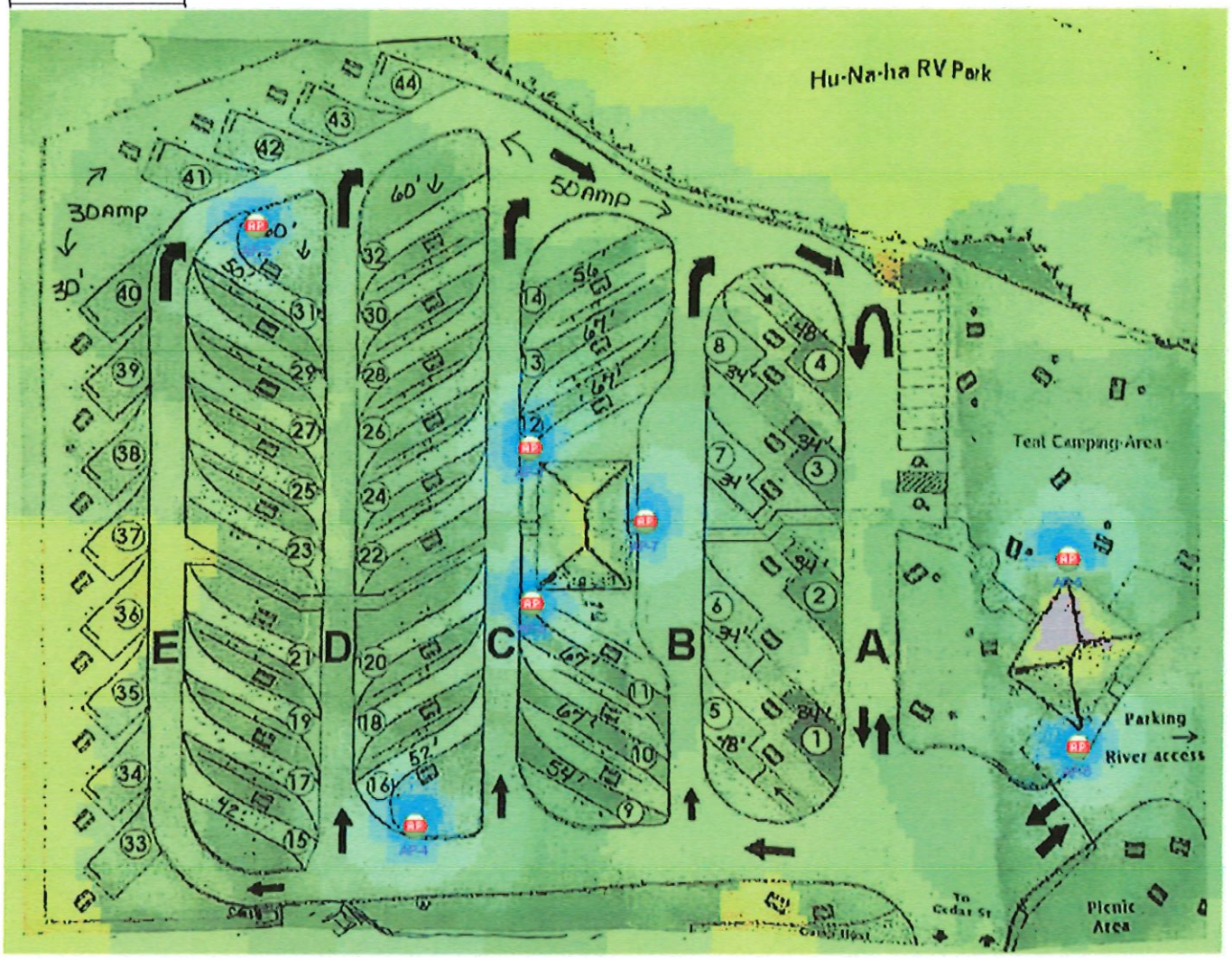
1.3 Planner Signal Coverage

The image below displays the signal coverage (in dBm) at each point in the map layout. Refer to the legend below the map for the dBm values corresponding to each color region. As a general rule, regions with signal strengths below -67 dBm provide insufficient coverage for standard use (this value may vary depending on user requirements, service level agreements, applications used, number of users serviced, etc.).APs are displayed in their planned locations and reflect the specified power and antenna properties.

Note that an active WiFi area can incorporate a variety of environmental factors that can vary throughout the day and may adversely affect projected RF coverage.

1 in. = 97.45 ft

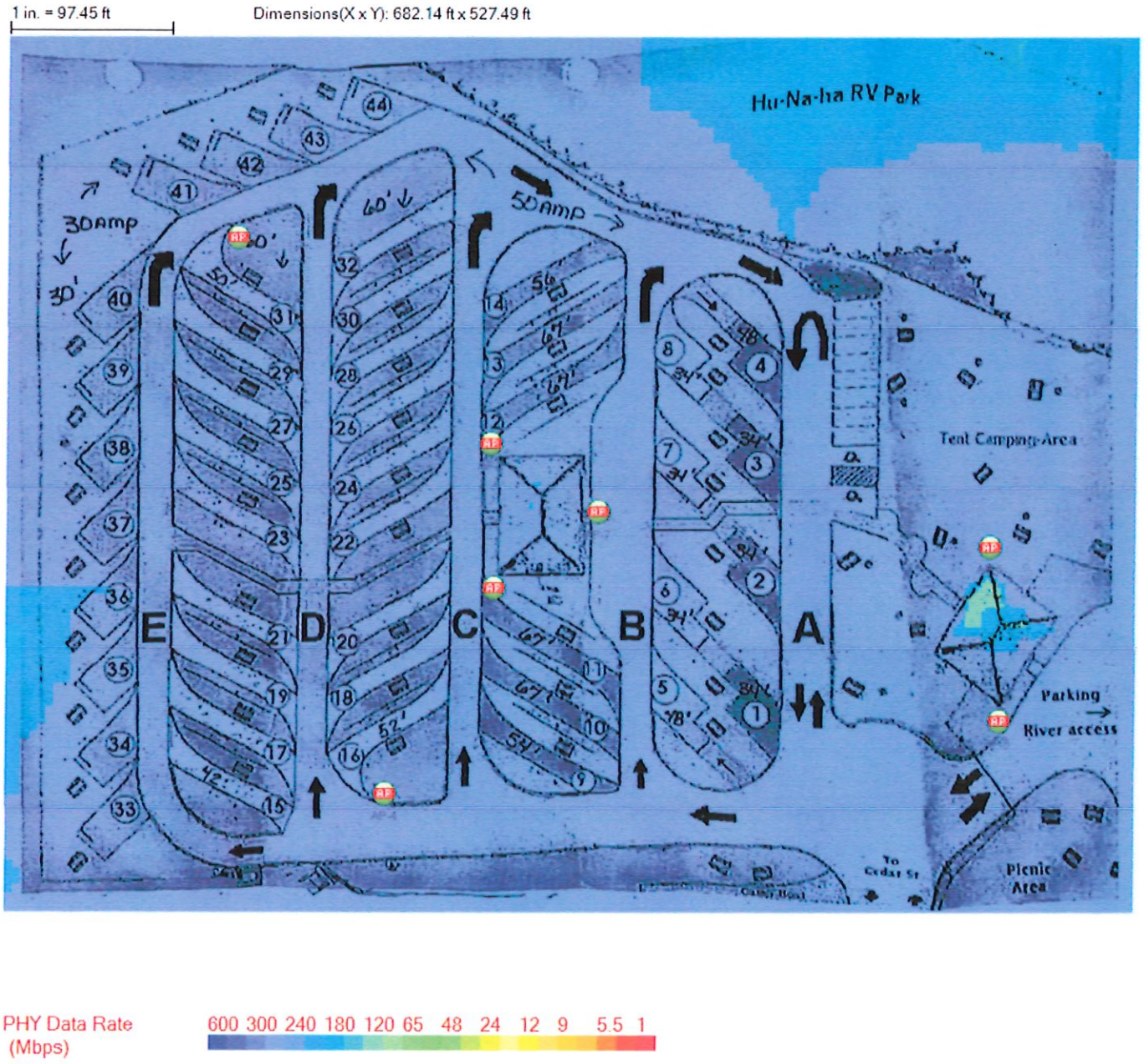
Dimensions(X x Y): 682.14 ft x 527.49 ft



Signal (dBm) 0 -10 -20 -30 -40 -50 -60 -70 -80 -90 -100

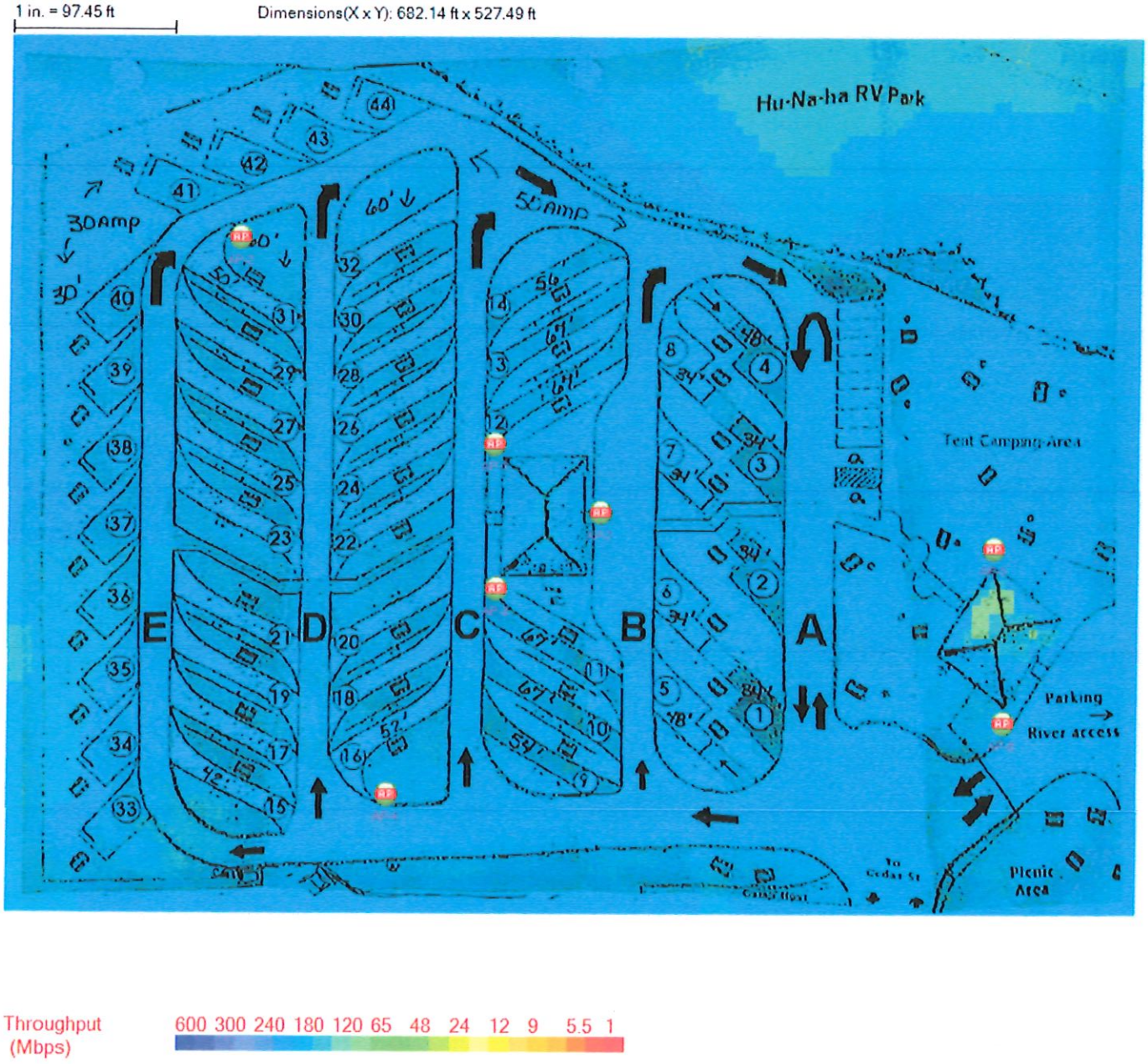
1.4 PHY Data Rate Coverage

The image below displays the Predictive PHY Data Rate (in Mbps) at each point in the map layout. Refer to the legend below the map for the Mbps value of the signal corresponding to each color region. Although a higher speed is invariably better for any deployment, implementations designed for VoFi operations should pay particular attention to ensuring a favorable data rate, as low rates can have a far greater affect in terms of jitter, voice delay, and call quality than they would for a standard data deployment.



1.5 Throughput

The image below displays the expected Throughput (in Mbps) calculated based on the site's layout. Refer to the legend below the map for the value in Mbps that corresponds to each color region. Although a higher throughput level is invariably better for any deployment, implementations designed for VoFi operations should pay particular attention to ensuring a favorable throughput level, as lower levels can have a far greater affect in terms of jitter, voice delay, and call quality than they would for a standard data deployment.



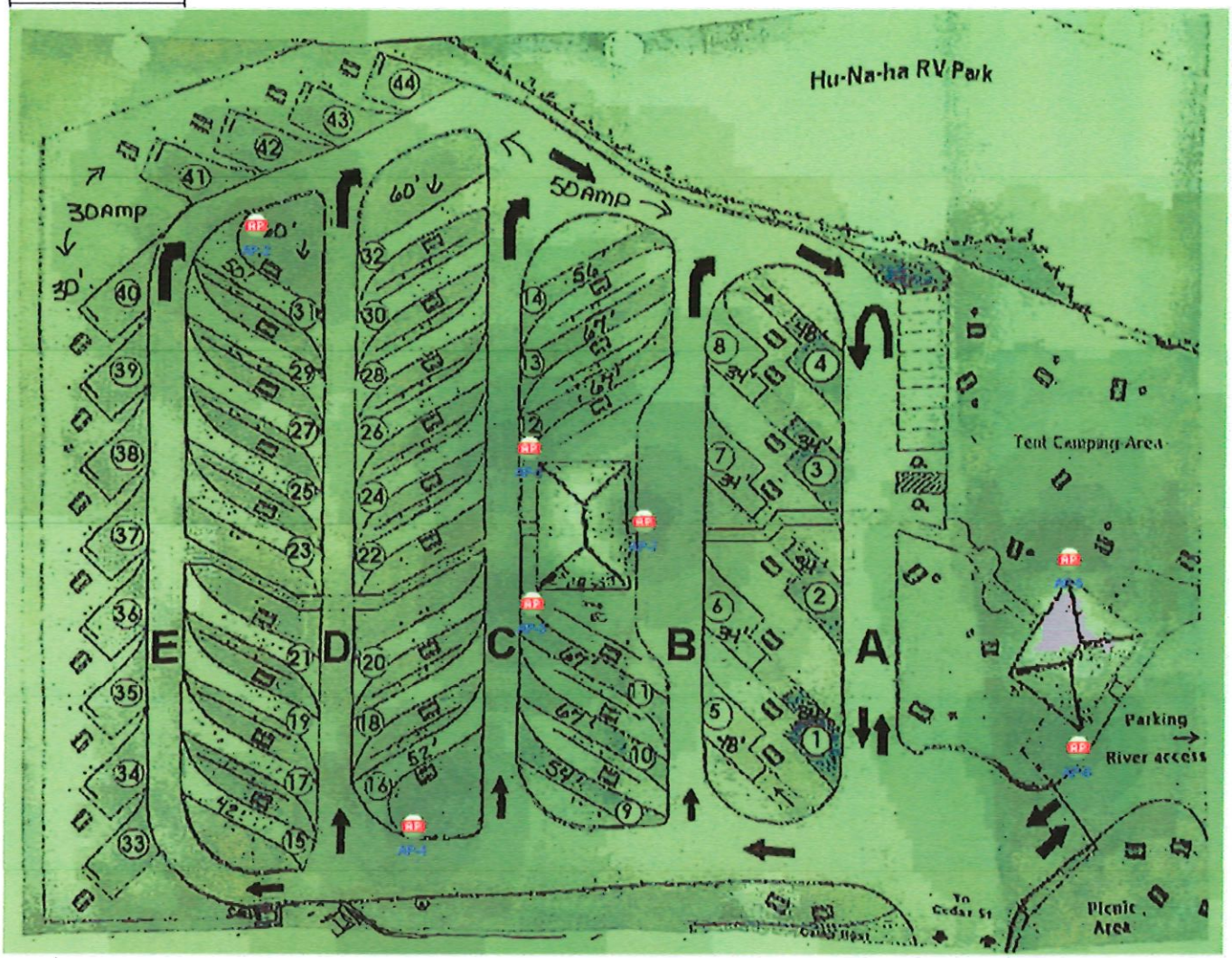
1.6 Operating Mode

The image below displays the Operating Modes supported by the APs in the site plan. Refer to the legend below the map for the color that corresponds to each mode (Legacy, Mixed HT, or Greenfield HT). For 802.11n deployments, Greenfield mode is generally best, as it provides the highest throughput and speed levels of the different options. However, Greenfield deployments must use only 802.11n-enabled devices, and as such cannot support legacy connections.

Note that the heat map displays the color corresponding to the strongest AP detected at any given point. Therefore, locations shown as Legacy may contain Greenfield data and vice versa, but the strongest AP in that area utilizes a Legacy implementation.

1 in. = 97.45 ft

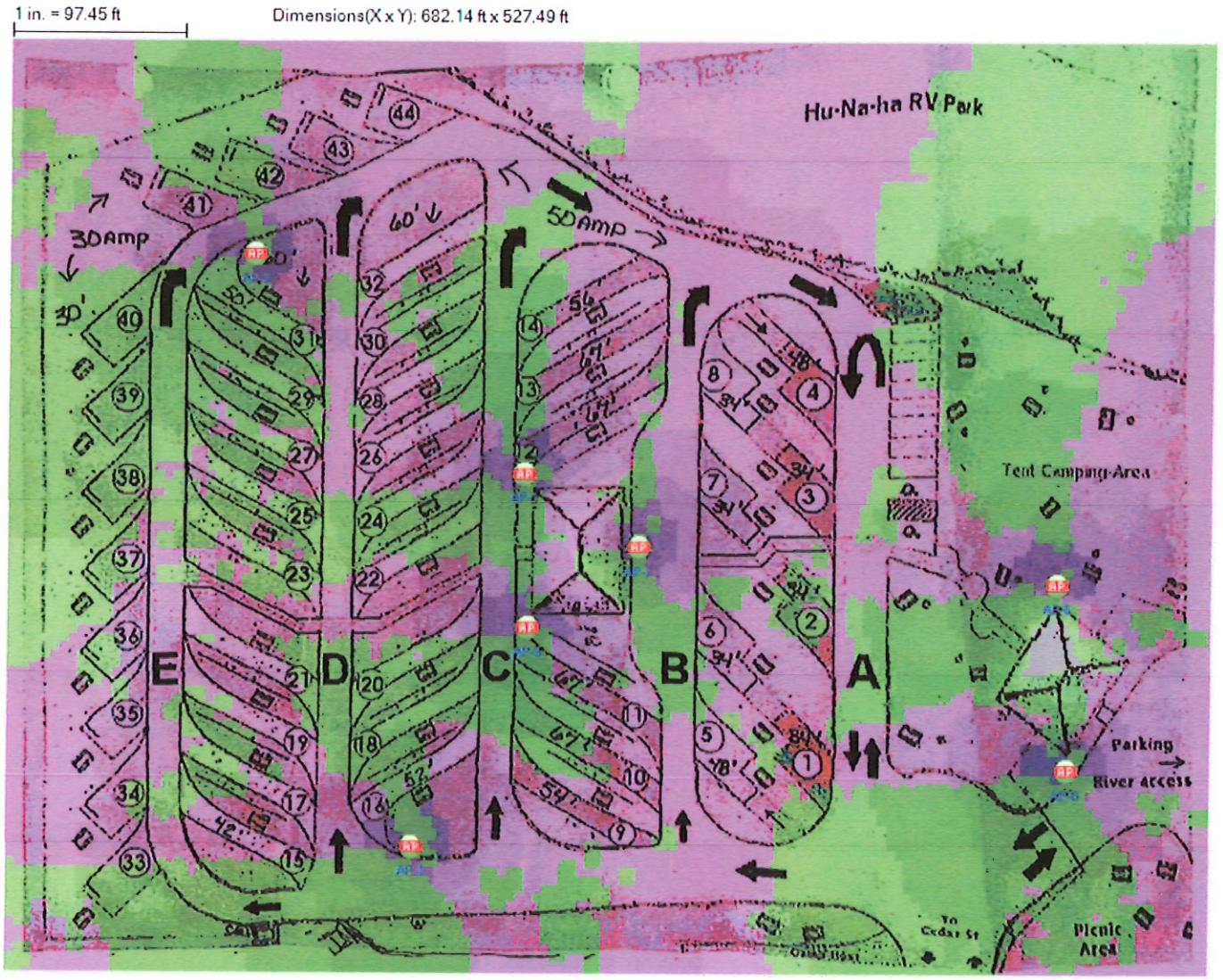
Dimensions(X x Y): 682.14 ft x 527.49 ft



Operating Mode ■ Legacy ■ Mixed HT ■ Greenfield HT

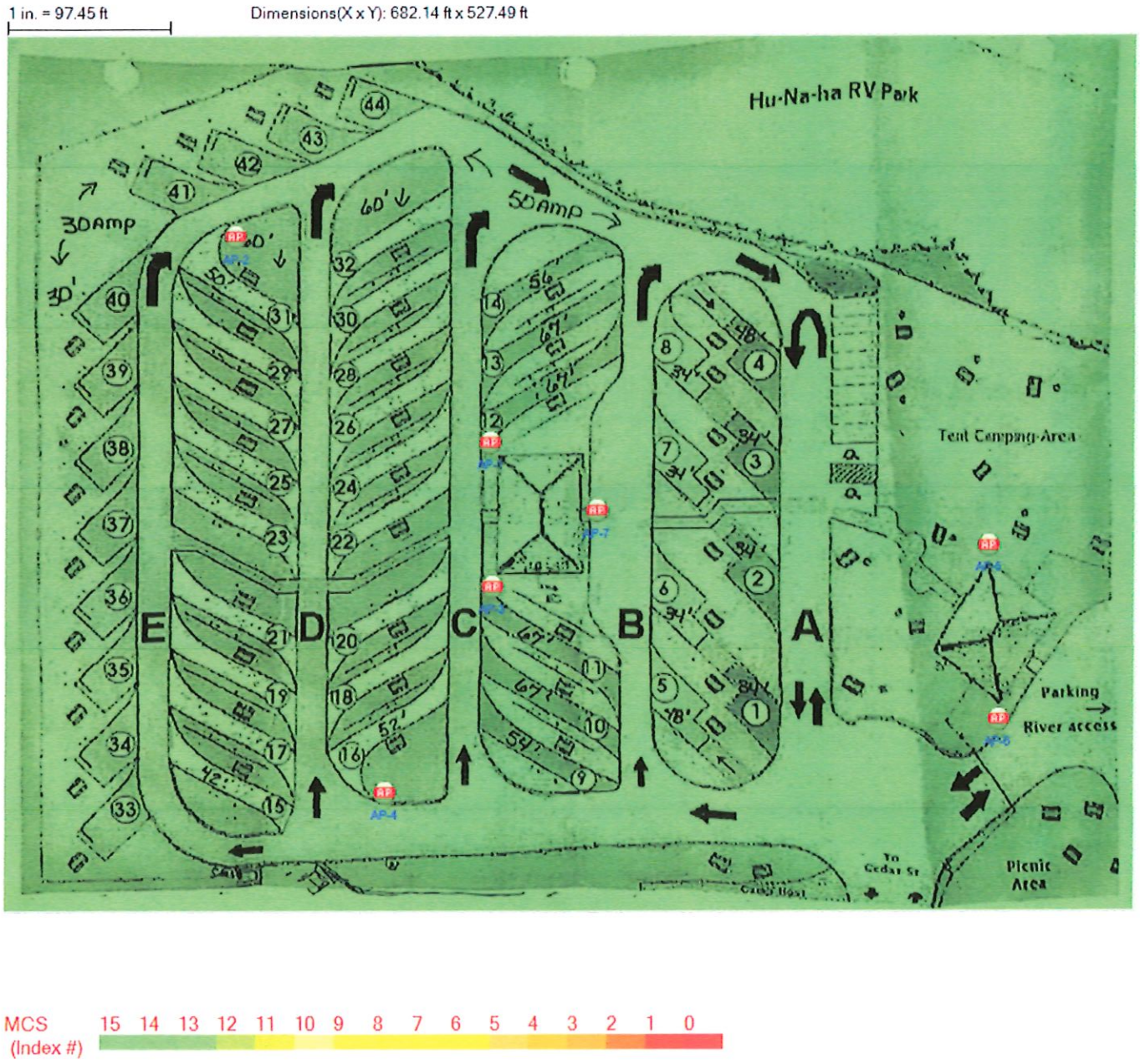
1.7 802.11n Channel Width

The image below displays the Channel Width options supported by the APs in the site plan. Refer to the legend below the map for the color that corresponds to each mode (20 MHz, 20 MHz 802.11n HT, or 40 MHz 802.11n HT). The 802.11n-specific 40 MHz HT option transmits wireless data over two legacy channels, providing higher speeds as well as improved network reliability.
Note that the heat map displays the color corresponding to the strongest AP detected at any given point. Therefore, locations highlighted in blue (20 MHz) may contain 40 MHz data and vice versa, but the strongest AP in that area utilizes a 20 MHz channel width.



1.8 802.11n Highest MCS Index

The image below displays the Highest MCS Index values used by the APs in the site plan. Refer to the legend below the map for the color that corresponds to each value (ranging from 0 to 32). Higher values of MCS generally correspond to higher data transmit speeds.



RUCKUS UNLEASHED
Wi-Fi that works for Small Business

PORTFOLIO OVERVIEW

Ruckus Unleashed™
Access Points

INTRODUCTION

Wi-Fi that works for Small Business

Smart devices are playing a critical role in influencing customer decisions and behaviors. While Wi-Fi devices have become an absolute requirement for customers and employees, small to midsize businesses (SMBs) are challenged to deploy a reliable wireless network within a limited budget and little to no IT staff.

Ruckus Unleashed APs enables SMBs to deliver an optimal wireless experience at an affordable price point. With an intuitive and easy to understand user interface, Unleashed network can be setup in under 5 minutes on the mobile phone or a web browser without need of networking expertise. Now SMBs can deliver a Wi-Fi user experience with high RF performance and network resiliency.

Customers can expand their business to multiple locations seamlessly with Unleashed Multi-Site Manger. If the business scales even further, Ruckus Unleashed APs offers easy migration options to Ruckus ZoneDirector™ Controllers, Ruckus SmartZone™ Controllers or Ruckus Cloud.

OVERVIEW

High performing, easy to manage and affordable Wi-Fi

With 802.11ac Ruckus Unleashed access points (AP), users can take advantage of higher speeds, better coverage, and improved reliability. Unleashed APs include key Ruckus technologies, such as BeamFlex+ adaptive antenna Technology to maximize signal coverage, throughput, and network capacity, and ChannelFly Technology, our predictive capacity management for RF channel selection. And Zero-IT enables easy device onboarding with several key guest features, such as guest WLAN access, captive portal, Guest Pass, and Custom Logo, to provide key value add services to users.

With Unleashed, each AP in the network will actively serve clients. And these APs can be deployed across single location or multiple locations with up to 25 APs and/or 512 clients per cluster.

	Access Point Model	Hardware Specs	Bands Supported	Type
R500		802.11ac, 2x2:2	2.4/5 GHz	Indoor
R600		802.11ac, 3x3:3	2.4/5 GHz	Indoor
R310		802.11ac, 2x2:2	2.4/5 GHz	Indoor
H320		802.11ac Wave 2 2x2:2	2.4/5GHz	Indoor
H510		802.11ac Wave 2 2x2:2	2.4/5GHz	Indoor
R510		802.11ac Wave 2 2x2:2	2.4/5GHz	Indoor
R710		802.11ac Wave 2 4x4:4	2.4/5GHz	Indoor
R720		802.11ac Wave 2 4x4:4	2.4/5GHz	Indoor
T300		802.11ac, 2x2:2	2.4/5 GHz	Outdoor
T301 Narrow & Sector		802.11ac, 2x2:2	2.4/5 GHz	Outdoor
T300e External		802.11ac, 2x2:2	2.4/5 GHz	Outdoor
T610		802.11ac Wave 2 4x4:4	2.4/5GHz	Outdoor
T710 Omni & Sector		802.11ac Wave 2 4x4:4	2.4/5GHz	Outdoor

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RUCKUS UNLEASHED

Controller-less Access Point Solution for SMB

PORTFOLIO OVERVIEW

SIMPLE DEPLOYMENT

Unleashed network is so easy to deploy and manage that there is no need for IT personnel. The Unleashed WLAN network can be set up in a matter of minutes. There are 3 simple steps to set up the Unleashed network on the app or the web browser:

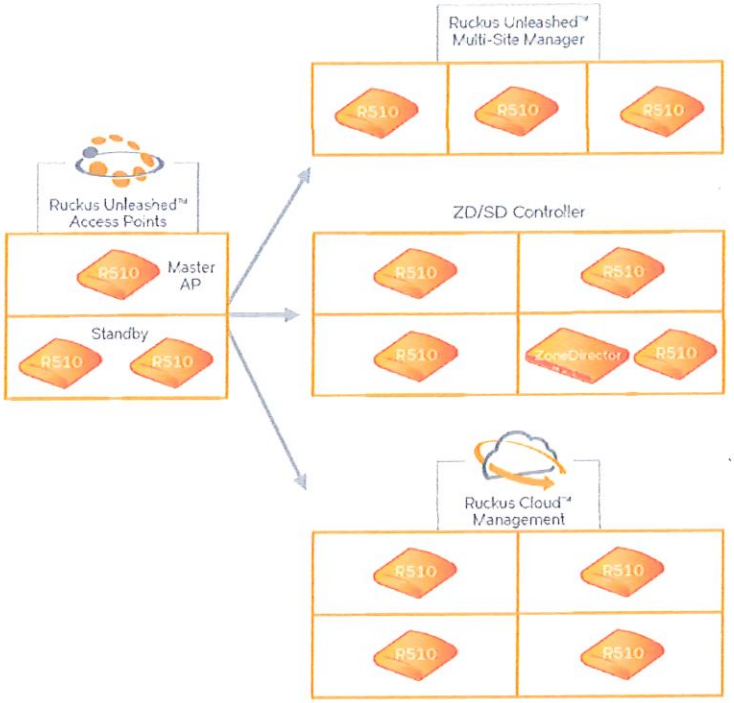
1. Simply power on the Unleashed access points
2. Connect to the Unleashed AP via open SSID or DNS
3. Easily configure one master access point using the Unleashed online wizard

When configuring the network, a standby AP will be chosen automatically. This ensures resiliency in the network. Additionally, all member APs will automatically discover and join the master.

TAKE ADVANTAGE OF A LOW-COST CONTROLLER-LESS SOLUTION

- No expert IT staff required
- Save time with a fast deployment and easy network management
- No AP license, controller or cloud subscription including support and trouble shooting is required

NETWORK INVESTMENT PROTECTION



58% of SMBs are expected to grow within 6-12 months. With Ruckus Unleashed, SMBs can manage up to 10 locations with the Unleashed Mobile App or expand to multiple locations with the Unleashed Multi-Site Manager. If the network grows even further, easily migrate to cloud-based or controller-based solutions. There is flexibility to choose virtual or physical appliances to best meet business needs. Now is the time to deploy a network that grows with your business.

WHO CAN TAKE ADVANTAGE OF RUCKUS UNLEASHED?

Ruckus Unleashed is ideal for SMBs who are interested in providing high RF performance Wi-Fi that is easy to deploy, affordable. Furthermore, Unleashed networks can scale to meet your growing needs.

A small deployment with one or more sites, such as individual or small hotel chains, independent retailers, warehousing and local services such as private insurance/title companies is ideal for Unleashed. In this segment, retailers have limited budget and little to no IT staff to manage the network. Ruckus Unleashed enables them to provide a reliable network in addition to value-add services, such as guest access, captive portal and Hotspot/WISPr.

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ruckuswireless.com

Ruckus™

February 1, 2018

LexisNexis Risk Solutions

SCHEDULE A
Accurint for Government
(Per User Subscription)

Customer Name: **City of Elgin**
Billgroup #:
LN Account Manager: **Sherry McComas**

This Schedule A sets forth additional or amended terms and conditions for the use of the Accurint for Government services ("LN Services"), as set forth in the services agreement between Customer and LN or LN's affiliate(s) for the LN Services ("Agreement"), to which this Schedule A is incorporated by reference. The LN Services herein shall be provided by LexisNexis Risk Solutions FL Inc. ("LN"). Customer acknowledges that the services provided under this Schedule A are non-FCRA services and are not "consumer reports" within the meaning of the FCRA and Customer agrees not to use such reports in any manner that would cause them to be characterized as "consumer reports".

1. SCHEDULE A TERM
The term of this Schedule A will be 12 months beginning February 1, 2018 (the "Initial Term"). Following the Initial Term, this Schedule A shall automatically renew for additional periods of twelve (12) months (each one, a "Renewal Term"), unless written notice of termination is provided to either party at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. If an account is activated after the first day of a calendar month, charges will not be pro-rated.

2. FEES
2.1 User Fees: The following table (the "Price Table") describes the agreed upon user fees (the "User Fees"):

PRICE TABLE	
Standard Features Fee (per user):	**$130.00**
Premium Features:	
Total Monthly User Fees (per user):	**$130.00**

All of the searches and reports included in the attached Price Schedule are referred to as the "Features". The User Fees include unlimited access to all Features, excluding those Features identified herein as Excluded Features but including the Premium Features listed in the Price Table. User Fees shall be due each month for: (i) any User ID upon which any search occurs during a calendar month; and (ii) any User ID activated on Customer's account which was not used to perform any searches and is not suspended or terminated by the close of business on the last day of any calendar month. At the end of each 12-month period beginning on the effective date hereof, User Fees will be increased 3%.

2.2 Customer agrees to pay for no less than the following number of User ID's per month: 1.
2.3 Features Not Included: The following Features ("Excluded Features") are not included in the User Fees and shall in all cases be charged separately according to the pricing specified in the attached Price Schedule:

American Board of Medical Specialties Search and Report
Bankruptcy Dockets
Bankruptcy Documents
Business Link Report
Canadian Phones
Comprehensive Healthcare Business Report
Comprehensive Healthcare Provider Report
Court Search Wizard
Dun & Bradstreet Global Market Identifiers
Dun & Bradstreet Search
DE Corporation Search and Report
Email Search
Flat Rate Healthcare Business Report
Flat Rate Healthcare Provider Report
Government Location Report
Identity Authenticate
Identity Verification
Medical, Employment Or Business Records Retrieval
MVR Reports (Driving Records)
National Motor Vehicle Accident Search and Report
News Searches
Online Batch
OSHA Investigative Reports Search
Property Deed Image
Provider Report Card
Provider Sanction Search and Report
Provider Search and Report
Real Time Person Search
Real Time Phone Search
SEC Filings
Virtual Identity Search and Report
Workplace Locator

LN standard pricing will be in effect for any new features made generally available by LN subsequent to the execution of this Schedule A.

2.4 Payment Amount: Customer shall pay to LN each month the greater of: (i) the total User Fees and applicable Excluded Features fees; or (ii) the total monthly minimum amount(s) of $130.00.

3. EXPIRATION
Unless otherwise accepted by LN, the terms herein are valid if the Schedule A is signed by the Customer and received by LN on or before **February 15, 2018**.

4. CONFIDENTIAL INFORMATION

This Schedule A contains the confidential pricing information of LN. Customer acknowledges that the disclosure of such pricing information could cause competitive harm to LN, and as such, Customer agrees to maintain this Schedule A in trust and confidence and take reasonable precautions against disclosure to any third party.

AGREED TO AND ACCEPTED BY: City of Elgin

Signed: _____

Name: _____

Title: _____

Date: _____

Accurint for Government

(Updated October 29, 2017)
(Plan 44)

(Pricing is per hit unless otherwise indicated. All searches/reports with a price of $0.00 are considered "Standard Features" and are included in Subscription plan.)

PRICE SCHEDULE (Subscription)	
ACCURINT FOR GOVERNMENT FEATURES	**PRICE**
Advanced Motor Vehicle Search	$0.00
Advanced Person Search	$0.00
Automated Valuation Model (AVM) Report	$0.00
American Board Of Medical Specialties Search	$1.00
American Board Of Medical Specialties Report	$5.00
Associates ("Next Steps")	$0.00
Bankruptcies, Liens & Judgments Search	$0.00
Bankruptcy Search	$0.00
Bankruptcy Report	$0.00
Bankruptcy Docket Sheet ($0.50 For First 5 Pages & $0.20 Per Page Thereafter) (not discountable)	$0.50
Bankruptcy Documents (Per Page, Up To Max Charge Of $6 Per Document) (not discountable)	$0.20
Boolean Search	$0.00
Business Credit	$0.00
Business Credit Report	$0.00
Business InstantID	$0.00
Business InstantID & FraudDefender	$0.00
Business Search	$0.00
Businesses In The News (not discountable)	$5.00
Canadian Phones	$0.40
Case Audit Compliance	$0.00
Case Connect Deconfliction Alerts	$0.00
Civil Courts Search (Report Included)	$0.00
CLIA Report	$0.00
Concealed Weapons Permit	$0.00
Corporation Filings (Report Included Except In Delaware)	$0.00
Court Search Wizard (Additional Fees May Apply; Orders Are Non-Refundable)	--
-County Civil Lower & Upper Court - 7 Year (not discountable)	$35.00
-County Civil Lower & Upper Court - 10 Year (not discountable)	$40.00
-County Criminal - 7 Year (not discountable)	$25.00
-County Criminal - 10 Year (not discountable)	$30.00
-Federal Division Civil - 7 Year (not discountable)	$16.00
-Federal Division Civil - 10 Year (not discountable)	$25.00
-Federal Division Criminal - 7 Year (not discountable)	$16.00
-Federal Division Criminal - 10 Year (not discountable)	$25.00
-Statewide Criminal (not discountable)	$24.00
Criminal Records	$0.00
Criminal Records Report	$0.00
DEA Controlled Substances License Search	$0.00

Death Records	$0.00
Death Records Report	$0.00
Delaware Corporations (not discountable)	$1.00
Delaware Corporations Report (not discountable)	$11.00
Disclosed Entity Service	$0.00
Driver Licenses	$0.00
Dun & Bradstreet Search	$0.25
Dun & Bradstreet Global Market Identifiers Search	$3.75
Email Search	$0.40
FAA Aircraft (Report Included)	$0.00
FAA Pilots (Report Included)	$0.00
Federal Criminal Court Records Search	$0.00
Federal Firearms & Explosives	$0.00
Federal Employer ID Numbers (FEIN)	$0.00
Fictitious Business Name	$0.00
Foreclosures Search (Report Included)	$0.00
Hunting/Fishing Licenses	$0.00
Identity Authenticate (charged per search)	$1.25
Identity Verification (charged per search)	$0.60
InstantID Consumer Search	$0.00
InstantID Consumer & FraudDefender Search	$0.00
Internet Domains	$0.00
Liens & Judgments	$0.00
Liens & Judgments Report	$0.00
Marriages / Divorces Search	$0.00
Medical, Employment and Business Records Retrieval	--
-Medical, Employee Or Business Record Retrieval With Authorization (not discountable)	$35.00
-Medical, Employee Or Business Record Retrieval With Authorization And Affidavit (not discountable)	$72.50
-Medical, Employee Or Business Record Retrieval By Subpoena (not discountable)	$87.50
-Canvassing Up To 5 Custodians (not discountable)	$50.00
-Canvassing From 5 To 10 Custodians (not discountable)	$100.00
-Canvassing Above 10 Custodians, Per Custodian (not discountable)	$10.00
-Chronological Sorting (charged per page) (not discountable)	$0.03
-Pagination Only (charged per page) (not discountable)	$0.10
-Research And Identify Custodial Location	$0.00
- Long distance charges, phone charges, initial and follow up calls	$0.00
-Prepare And Deliver Notice And Subpoena For Signature (If Required)	$0.00
-Deliver Notice To All/3rd Party Notices	$0.00
-Serve Subpoena To Custodian Of Record	$0.00
-Pick-Up Scheduling And Two (2) Field Trips	$0.00
-Mileage	$0.00
-Return Record Review For Completeness And Legibility	$0.00
-Rush Fee (One Way) (not discountable)	$25.00
-Witness Fee (Pass Through Fees May Be Charged)	$0.00
-Deposition Trip Fee (not discountable)	$20.00

-Deposition Certification Fee (not discountable)	$20.00
-Custodial Fee (Pass Through Fees May Be Charged)	$0.00
-Custodial Fee Carrying Fee (10% of Pass Thru Fees May Be Charged)	$0.00
-Hard Copy Per Page, Authorization (not discountable)	$0.50
-Hard Copy Per Page, Subpoena, Includes Pagination And Sealing If Required (not discountable)	$0.50
-Hard Copy, Shipping Cost (Pass Through Fees May Be Charged)	$0.00
-Sales/Revenue Taxes (Pass Through Fees May Be Charged)	$0.00
-X-Ray Duplication (not discountable)	$17.50
-Fax Or Electronic Receipt Of Authorization For The Release Of Records	$0.00
-Phone Charges	$0.00
-Authorization Cover Sheet Preparation And Delivery Per Location	$0.00
-Record Receipt And Review (QA)	$0.00
-Electronic Posting Of Record, Per Page	$0.00
-Hospital Charting (charged per page) (not discountable)	$0.25
-Maximum Spend Without Client Authorization, MRR * (not discountable)	$75.00
-Maximum Spend Without Client Authorization, X-Ray Duplication * (not discountable)	$210.00
*Default Can Be Lower Or Higher Based On Customer Specifications	--
Motor Vehicles Search	$0.75
Motor Vehicles Report	$0.00
MVR Reports (Driving Records)** (plus state fee) (charged per search) (not discountable)	$5.00
** Coverage and state fees are available in the product and are subject to change	--
National Motor Vehicle Accident Search & Report (not discountable)	$3.00
National UCC Filings (Report Included)	$0.00
NCPDP (National Council for Prescription Drug Programs) Search	$0.00
NCPDP (National Council for Prescription Drug Programs) Report	$0.00
Neighbors ("Next Steps")	$0.00
NPI Data Search	$0.00
NPI Report	$0.00
Official Records Search (Report Included)	$0.00
OSHA Investigative Reports Search	$1.00
Passport Validation	$0.00
People At Work Search	$0.00
People In The News (not discountable)	$5.00
Person Alerts Monitoring (Monthly Monitoring Transactions Per Acct.) (Alerts Charged At Regular Price)	--
-1 - 50	$0.00
-51 - 250	$0.00
-251 - 500	$0.00
-501 - 1,000	$0.00
-1,001 - 5,000	$0.00
-5,001 - 25,000	$0.00
-25,001 - 100,000	$0.00
Professional Licenses (Report Included)	$0.00
Property Assessment Search	$0.00
Property Assessment Report	$0.00
Property Deed Search	$0.00

Property Deed Report (excluding Deed Image)	$0.00
Property Deed Image (additional charge when ordered from within Property Reports) (not discountable)	$8.00
Property Search (Property Assessments, Deeds & Mortgages)	$0.00
Property Report (Property Assessments, Deeds & Mortgages, excluding Deed Image)	$0.00
Provider Search	$0.25
Provider Report	$5.00
Provider Report Card (charged per search)	$5.00
Provider Sanction Search (charged per search)	$0.25
Provider Sanction Report	$5.00
Real Time Person Search (charged per search)	$3.50
Real Time Phone Search	$0.50
Relatives ("Next Steps")	$0.00
Relatives, Neighbors & Associates ("Next Steps")	$0.00
Relavint Visual Link Analysis (Per Diagram)	$0.00
Satellite Image Search	$0.00
SEC Filings Search	$3.50
Sexual Offenders (Report Included)	$0.00
SIRIS	$0.00
USA Patriot Act	$0.00
Virtual Identity Search & Report	$2.00
Voter Registrations	$0.00
Watercraft	$0.00
Watercraft Report	$0.00
WorkPlace Locator (not discountable)	$3.50
Reports	
Asset Report: Property Deeds & Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft, and UCC Filings.	$0.00
Business Link Report (charged per search)	$5.00
Comprehensive Report (Best Value): Summary Report, Associates, Bankruptcy, Concealed Weapons Permits, Criminal Records, DEA Controlled Substances License Search, Driver's Licenses, FAA Aircraft, FAA Pilots, Federal Firearms & Explosives License Search, Hunting/Fishing Permits, Liens/Judgments, National Motor Vehicle Accident Search & Report, Neighbors, People at Work, Phones Plus, Possible Education, Professional Licenses, Property, Relatives (3 Degrees), Sexual Offenders, UCC Filings, Vehicle Registrations, Voter Registration and Watercraft.	$0.00
Entitlement Report: Summary Report, Phones Plus, Bankruptcy, Liens/Judgments, UCC Filings, People At Work, Driver's Licenses, Vehicle Registrations, Property, Watercraft, FAA Pilots, FAA Aircraft, Professional Licenses, Associates, Relatives (3 Degrees), Criminal Records And Sexual Offenders. Results Can Be Restricted By The User To Their Applicable Dates Of Interest.	$0.00
Finder Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Phone Summary, Current Listed Phones, Unverified Phones With Type And Date Indicators, Current Neighbor Phones, Possible Relative Phones (2 Degrees), Possible Associate Phones, Phones At Historical Addresses, Bankruptcy Filings And Corporate Affiliations.	$0.00
Government Location Report (charged per search)	$1.00
Summary Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Census Data, Bankruptcy Indicator, Property Indicator And Corporate Affiliations Indicator.	$0.00

Comprehensive Address Report: (Base Report Features: Current And Previous Residents And Phones At Address)	$0.00
Additional Report Options:	--
-Bankruptcy	$0.00
-Businesses At Address	$0.00
-Concealed Weapons Permit Search	$0.00
-Criminal Records Search	$0.00
-Criminal Records Report	$0.00
-Driver Licenses At Address	$0.00
-Hunting/Fishing License Search	$0.00
-Liens And Judgments	$0.00
-Motor Vehicles Registered At Address	$0.00
-Neighborhood Profile (2010 Census)	$0.00
-Neighbors At Address	$0.00
-Property Ownership Current / Previous	$0.00
-Sexual Offenders Search (Report Included)	$0.00
Comprehensive Business Report (Base Report Features: Name and TIN Variations, Parent Company, and Industry Information)	$0.00
Additional Report Options:	--
-Associated Businesses	$0.00
-Associated People	$0.00
-Bankruptcy	$0.00
-Business Registrations	$0.00
-Corporation Filings	$0.00
-Dun & Bradstreet Records (not discountable)	$3.75
-FAA Aircraft	$0.00
-Internet Domain Names	$0.00
-IRS 5500	$0.50
-Liens and Judgments	$0.00
-Motor Vehicles	$0.00
-Properties	$0.00
-UCC Filings	$0.00
-Watercraft	$0.00
Custom Comprehensive Report (Base Report Features: Others Using Same SSN, Date and Location where SSN Issued, Company Header, Address Summary, Possible Education, Comprehensive Report Summary)	$0.00
Additional Report Options:	--
-Associates	$0.00
-Bankruptcy	$0.00
-Criminal Records	$0.00
-DEA Controlled Substances License Search	$0.00
-Driver Licenses Information	$0.00
-Email Search	$0.40
-Federal Firearms & Explosives License Search	$0.00
-Liens And Judgments	$0.00
-Motor Vehicle(s) Registration (Watercraft & Boat Trailers Included)	$0.00
-National Motor Vehicle Accident Search & Report	$0.00
-Neighborhood Profile (2010 Census)	$0.00

-Neighbors (Up To 6 Neighbors At 10 Different Addresses)	$0.00
-People At Work	$0.00
-Phones Plus	$0.50
-Professional Licenses (Report Included)	$0.00
-Properties	$0.00
-Relatives (Up to 3 Degrees of Separation)	$0.00
-Sexual Offenders	$0.00
-Supplemental Data Sources	$0.00
-UCC Filings	$0.00
Flat Rate Comprehensive Healthcare Business Report (includes Base Report Features and Additional Report Options listed below)	$10.00
Comprehensive Healthcare Business Report (Base Report Features: Name, Address and Phone Variations; Parent Company, ID Numbers and Industry Information)	$0.50
Additional Report Options:	--
-Associated Businesses	$1.00
-Associated People	$1.00
-Bankruptcy (charged per search)	$1.00
-Business Phone Matches	$0.25
-Business Registrations	$0.25
-Corporation Filings	$1.00
-Dun & Bradstreet Records (not discountable)	$3.75
-FAA Aircraft	$0.25
-Internet Domain Names	$0.25
-IRS 5500	$0.50
-Liens And Judgments (charged per search)	$0.25
-Motor Vehicles	$0.75
-Properties	$1.00
-Sanctions	$0.50
-UCC Filings	$0.50
-Verification	$0.75
-Watercraft	$1.00
Flat Rate Comprehensive Healthcare Provider Report (includes Base Report Features and Additional Report Options listed below)	$6.00
Comprehensive Healthcare Provider Report (Base Report Features: Gender, Date of Birth, Social Security Number, Tax ID(s) UPIN and NPI number)	$0.50
Additional Report Options:	--
-Additional Deceased Data Sources	$0.00
-Associates	$0.00
-Bankruptcy (charged per search) (not discountable)	$0.25
-Business Address Summary	$0.25
-Business Affiliations	$0.50
-Business Phone Matches	$0.25
-DEA Licenses	$0.25
-Degrees	$0.00
-Education	$0.50
-Group Affiliations	$0.50
-GSA Sanctions (charged per search)	$0.50
-Hospital Affiliations	$0.50

-Liens And Judgments (charged per search)	$0.25
-Medical Licenses (charged per search)	$1.00
-Possible Criminal Records (charged per search)	$0.25
-Professional Licenses (charged per search)	$1.00
-Sanctions (Disciplinary) (charged per search)	$0.50
-Sexual Offenses (charged per search)	$1.00
-Specialties	$0.00
-Verification	$0.75
Online Batch	
Advanced Person Search	$0.50
Deceased Person	$0.25
Address (Single)	$0.13
Address (Multiple)	$0.16
Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Single)	$0.23
Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Multiple)	$0.25
Waterfall Phone with Address (single)	$0.25
Waterfall Phone with Address (multiple)	$0.30
Address and/or Phone Confirmation (per input) (single)	$0.03
Address and/or Phone Confirmation (per input) (multiple)	$0.04
Phones Plus	$0.50
Real Time Phone Search	$0.50
Real Time Motor Vehicle Registrations	$1.50
Property - Add Up To Five Properties Owned By The Subject	$1.00
Consumer InstantID	$0.65
Consumer InstantID With Fraud Defender	$0.95
Consumer InstantID With Red Flags Rule	$0.90
Business InstantID	$1.30
Business InstantID With Fraud Defender	$1.30
Multiple = 2 Or More Phones/Addresses Returned	--

Brock Eckstein

From: Nick Ducote <ducoteconsulting@gmail.com>
Sent: Wednesday, January 31, 2018 8:56 AM
To: publicworks@cityofelginor.org; Brock Eckstein
Cc: Shae Talley
Subject: Funding Strategy
Attachments: ProjectTimeline.pdf

Brock and Dan, I met with Shae yesterday afternoon to put our thinking caps on about the projects the City has going on and funding needs. I threw together a visual chart to give us all an idea of some of the funding deadlines and overlapping projects.

1. For the museum project, she recommended talking with Derek Howard who does structural work. I have a phone call set up with someone in the state office tomorrow about grants, but they are very small <$20,000. It may be enough to better identify, protect, and house the artifacts you have now. It will take a fairly large grant-writing effort with a mix of public and private funds for new construction or a full renovation. Good news is we could have a little income for the museum this summer if we can develop a good concept with the museum folks.

2. For the subdivision improvement and all the associated development, we had a few thoughts. First, the turnaround for wanting some preliminary designs is too fast to go out and get funding for that - and it sounds relatively inexpensive. Second, if we go get funding for design or construction, JUB will likely need to submit fully regulatory approved plans and stamp them. Dan was looking for something a little different from the project. There will likely be some sort of regulatory approval needed for the extensions, but I think we can keep it simpler without involving funding agencies and their requirements for design.

So we divided the extension into two basic categories of funding:

Transportion - est. $145-200,000 design/construct
Sewer/Water - est. $76,000 for materials, labor by City

Transportation: If you are willing to use some City cash for development, we were thinking this cost may be the best place. We also talked about the Small City Allotment and whether this project or the extension might be a higher priority for immediate use of that $50,000. Transportation funding is usually a little more long-term and not as flexible as most of the HUD/USDA/EPA/IFA funding.

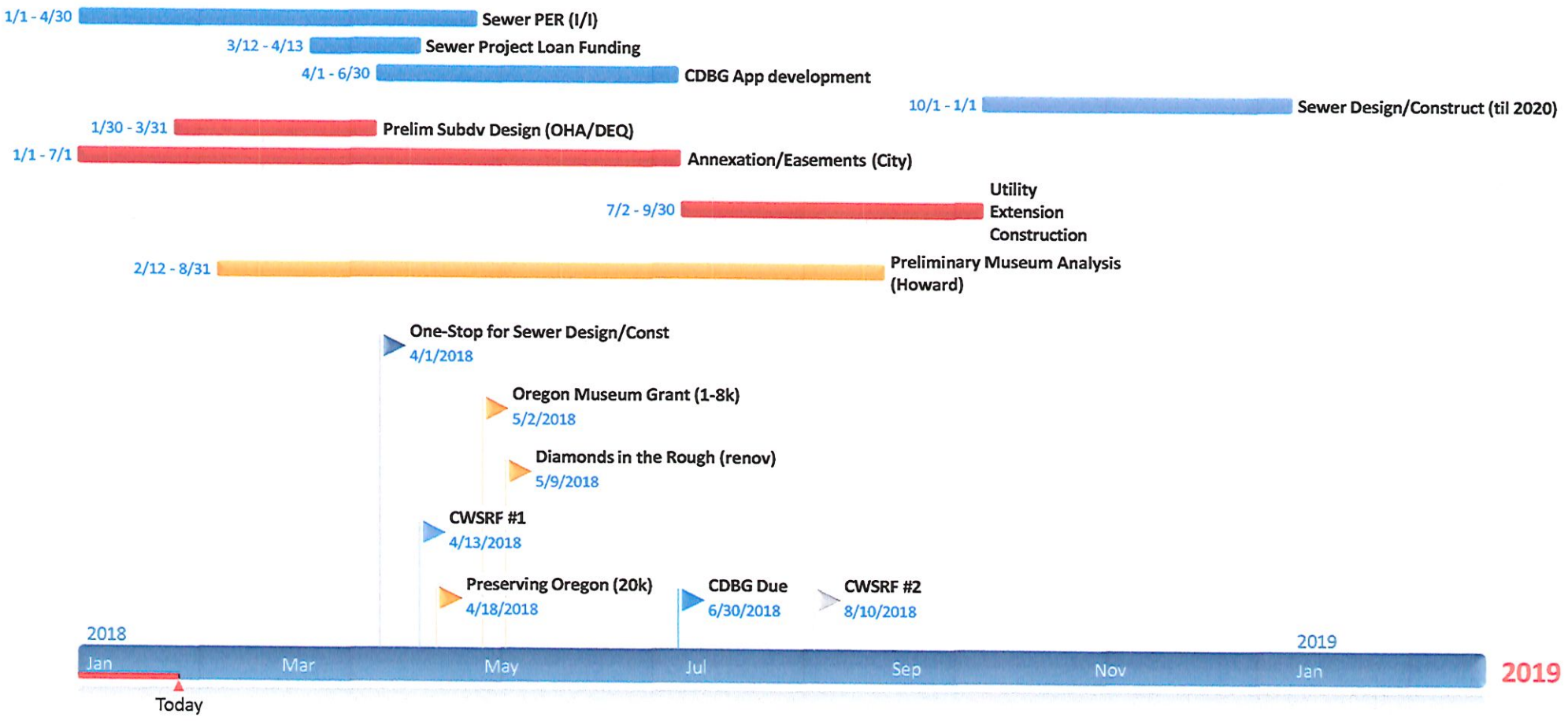
Sewer: We were wondering if the City has considered putting some connection fees or System Development charges onto the new subdivision. At 20 lots, you could easily raise the sewer/water funds with a $3,800/lot charge. Usually, that is just worked into the mortgage. Rather than potentially using property taxes to repay that expenditure.

3. For the sewer rehab project, it's likely the total cost will be a few million dollars, so the city cash available won't get us very far on that. As the TV'ing of the system is completed, I'll work with Shae on developing our project from the cost estimate. We will take that to IFA and set up a One-Stop meeting or something similar to see what the funding options are.

The two big things to consider right now is using a connection fee/SDC for the subdivision and using City cash for the extension of 15th.

Thanks,

City of Elgin 2018



Brock Eckstein

From: BARRY Michael P <Michael.P.BARRY@odot.state.or.us>
Sent: Wednesday, February 07, 2018 11:52 AM
To: City Of Adams (cityofadams@wtechlink.us); 'uscityhall@cityofathena.com'; 'kpettigrew@cityofboardman.com'; 'canyon@hdni.cc'; 'citycove@uci.net'; 'ecpl@centurytel.net'; 'cityadm@cityofelginor.org'; 'cityent@eoni.com'; 'haines@cascadeaccess.com'; 'halfwaycity@gmail.com'; 'Heppner@centurytel.net'; 'administrator@ci.hines.or.us'; 'hun1891@netscape.net'; 'imblercity@oregonwireless.net'; 'cityofioneor@gmail.com'; 'Manager@ci.irrigon.or.us'; 'cityofjv@juno.com'; 'cityofjosephoregon@gmail.com'; 'cityofjosephoregon@gmail.com'; 'town055 @centruytel.net'; 'cmtv@ortelco.net'; 'cityofnp@eoni.com'; 'nyssa@nyssacity.org'; 'richcity@eagletelephone.com'; 'citymanager@cityofstanfield.com'; 'cityofsumpter@qwestoffice.net'; 'cityofukiah@centurytel.net'; 'rodmckee@cityofunion.com'; 'adaniels@cityofvale.com'; 'Wallowa@eoni.com'; 'russ01 @qwestoffice.net'
Cc: PATTERSON Kenneth E
Subject: SCA Awards

Greetings everyone. Great News!

We were successful with all 31 SCA awards this year. This is the first year of the increase of the program from 1 million to 5 million dollars state wide. Region 5 received 1.3 million dollars of this total.

The next step is to produce these 31 agreements for each of you. I have provided the agreement information to the agreement writer (in Salem) and hope to have these out to you soon. Keep in mind that we cannot start work until the agreement is executed. Once we have that piece done, you can request half of the money up front with a request to me.

City	Award	Year of Funds	Project Name	Agency Contact Name	Agency Phone	Agency Email	Agency Mailing Address
Adams	50,000	2018	Wade Street	Carrie Bennett	541-566-9380	cityofadams@wtechlink.us	PO Box 20, 190 North Main Stre Adams, OR 9781
Athena	50,000	2018	Hunt Street	Nancy Parker	541-566-3862	cityhall@cityofathena.com	PO Box 686, 302 East Currant Stre Athena OR 9781
Boardman	50,000	2018	Olsen Street	Karen Pettigrew	541-481-9252	kpettigrew@cityofboardman.com	PO Box 229, 200 City Center Circl Boardman OR 97818
Canyon City	50,000	2018	Various City Streets	Corry Rider	541-575-0515	canyon@hdni.cc	PO Box 276. 123 Washington, Canyon City OR 97820
Cove	50,000	2018	Church Street	Donna Lewis	541-568-4566	citycove@uci.net	PO Box 31, Cove OR 97824

Echo	50,000	2018	Country Club/Bonanza	Diane Berry	541-376-8411	ecpl@centurytel.net	PO Box 9, 20 S Bonanza, Echo, OR 97826
Elgin	50,000	2018	South 14th Street	Brock Eckstein	541-437-0560	cityadm@cityofelginor.org	PO Box 128, Elgi OR 97827
Enterprise	50,000	2018	2nd and Greenwood str	Michele Young	541-426-4196	cityent@eoni.com	108 NE 1st, Enterprise OR 97828
Haines	50,000	2018	Various City Streets	Valarie Russell	541-856-3366	haines@cascadeaccess.com	PO Box 208, 819 Front Street, Haines, OR 978
Halfway	50,000	2018	Various City Streets	Page Frederickson	541-742-4741	halfwaycity@gmail.com	PO Box 738, 155 Record Street, Halfway, OR 97
Heppner	50,000	2018	SE Court	Edith Ann Ball	541-676-9618	Heppner@centurytel.net	PO Box 756, 111 Main, Heppner, OR 97838
Hines	50,000	2018	Roe Davis/West Hanley	Judy Erwin	541-573-2251	administrator@ci.hines.or.us	PO Box 336 Hine 101 E. Barnes Avenue, OR 977
Huntington	50,000	2018	Various City Streets	Candy Howland	541-869-2202	hun1891@netscape.net	PO Box 369, 50 Adams, Hunting OR 97907
Imbler	50,000	2018	Railroad, Lone Pine	Terrie Teeter	541-534-2343	imblercity@oregonwireless.net	PO Box 40, Imbl OR 97841
Ione	50,000	2018	2nd street	Kim Carter	541-422-7414	cityofioneor@gmail.com	385 W 2nd stree Ione OR 97843
Irrigon	50,000	2018	California Street	Aaron Palmquist	541-922-3047	Manager@ci.irrigon.or.us	PO Box 468, Irrig OR 97844
Jordan Valley	50,000	2018	Various City Streets	Marie Kirsher	541-568-2640	cityofjv@juno.com	PO Box 187, 306 Blackaby Street, Jordan Valley, O 97910
Joseph #1	50,000	2018	North Lake street	Dennis Sands	541-432-3832	cityofjosephoregon@gmail.com	PO Box 15, Josep OR 97846
Joseph #2	50,000	2018	Lake Street, First Street	Dennis Sands	541-432-3832	cityofjosephoregon@gmail.com	PO Box 15, Josep OR 97846
Lexington	50,000	2018	B and Tom Street	Ed Dickenson	541-989-8515	town055@centruytel.net	PO Box 416, Lexington, OR 97839
Mt. Vernon	50,000	2018	Highland Terrace	Tami Kowing	541-932-4688	cmtv@ortelco.net	PO Box 647, 199 Main, Mt. Verno OR 97865

North Powder	50,000	2018	Various City Streets	Bonita Hebert	541-898-2185	cityofnp@eoni.com	PO Box 309, 635 St., North Powde OR 97867
Nyssa	50,000	2018	Elm Avenue	James Maret	541-372-3737	nyssa@nyssacity.org	301 Main street, Nyssa, OR 97913
Richland	50,000	2018	Second Place	Patti Crews	541-893-6141	richcity@eagletelephone.com	PO Box 266, 89 Main St., Richland OR 97
Stanfield	50,000	2018	Coe Street	Blair Larsen	541-449-3831	citymanager@cityofstanfield.com	PO Box 369, 160 Main St., Stanfield OR 97
Sumpter	50,000	2018	Various City Streets	Julie Mckinney	541-894-2375	cityofsumpter@qwestoffice.net	PO Box 68, 240 M Mill St., 97877
Ukiah	50,000	2018	Despain/View Street	Donna Neumann	541-427-3900	cityofukiah@centurytel.net	PO Box 265, Ukaih OR 9788(
Union	50,000	2018	W Beakman, South First Streets	Rod Mckee	541-562-5196	rodmckee@cityofunion.com	PO Box 529, 342 Main, Union OR 9788
Vale	50,000	2018	Long Fellow/Main Street	Alen Daniels	541-473-3133	adaniels@cityofvale.com	252 B St. W, Vale OR 97918
Wallowa	50,000	2018	West Second Street	Carol Long	541-886-4215	Wallowa@eoni.com	PO Box 487, Wallowa OR 97
Weston	50,000	2018	Franklin Street Bridge (Match)	Deb Russell	541-566-3313	russ01@qwestoffice.net	PO Box 487, We OR 97885

Thank you all!

Michael P. Barry
Region 5 Local Agency Liaison
3012 Island Ave, La Grande, OR 97850
O 541-963-1353 C 541-910-4456

CITY OF ELGIN, OREGON RESOLUTION 3 (2018)

CONSENT TO ANNEX AGREEMENT

This AGREEMENT made and entered into this 13th day of February 2018 by and between the CITY OF ELGIN, a municipal corporation, hereinafter referred to as the "CITY" and Charles Anderson, hereinafter referred to as the "OWNER."

WHEREAS: The CITY provides water, sewer, police, and other services for residents and inhabitants of the City; AND,

WHEREAS: The OWNER owns certain real property near said City and desires City sewer and water services therefore; AND,

WHEREAS: The City has the ability to provide urban level services upon annexation,

NOW THEREFORE BE IT RESOLVED THAT: In consideration of this agreement of the CITY to furnish sewer and water service hereunder, the OWNER of real property described as:

Section 10, Township 1 North, Range 39 East of the Willamette Meridian, being a portion of Parcel 1 of Partition Plat Number 20060013T

Does hereby consent to in writing to the annexation of said property to the CITY. This irrevocable consent shall run with the land and inures to the successors, assigns and heirs of the OWNER.

OWNER further covenants and agrees that the Consent to Annex shall be effective indefinably.

OWNER further covenants and agrees that until annexation, use of the above-described property shall be conducted as though within the corporate limits of the City and subject to all City Ordinances, rules and regulations pertaining thereto. Any deviation therefrom must first be approved by the CITY through proper channels. Said covenant shall run with the land and be binding to all successors in interest.

Should OWNER or their successors in interest default on any provision of this contract, the CITY shall have the right to terminate sewer and water service to the within described property.

The CITY agrees to furnish sewer and water service to the OWNER at the real property herein above described at rates established by the City Council of the CITY and under regulations prescribed by the City Council.

PASSED AND ADOPTED this 13th day of February 2018

With _____ Ayes, _____ Nays, _____ Abstentions, _____Absent

Signed:

Allan Duffy, Mayor

Charles Anderson, Owner

State of _____ County of _____

I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of Elgin Oregon at a regular or special meeting of said Council on said date.

Certified this _____ day of _____ 20 _____.

_____

Brock Loren Eckstein, Notary Public

My Commission Expires _____

CITY OF ELGIN, OREGON ORDINANCE 1 (2018)

AN ORDINANCE ANNEXING TERRITORY TO THE CITY OF ELGIN, WITHDRAWING THE ANNEXED TERRITORY FROM UNION COUNTY AND ESTABLISHING ZONING FOR THE ANNEXED TERRITORY

Summary of Findings:

1. A request was filed by the owners of real property (Charles and Sheri Anderson of 70775 Middle Road, Elgin, Union County, Oregon) to annex property into the city limits and withdraw property from Union County, and to amend the Elgin Zoning Map to adopt a City zone designation for the annexed property of R-2/"Residential-2."

2. The City Council acting as the Planning Commission of the City of Elgin, after providing the required public notification, including the notification to the Department of Land Conservation & Development, held a public hearing on February 13th, 2018, for the purpose of reviewing the proposed requests and providing a recommendation to the City Council. The Planning Commission public hearing was held in accordance with the appropriate provisions of the Elgin Zoning Ordinance, and, after due deliberation and consideration of the proposed changes, the Planning Commission voted to recommend that the City Council approve the property owner's request.

3. The City Council of the City of Elgin, after provision of the required public notification, held a public hearing on February 13th, 2018, on the requested annexation and withdrawal, and the zoning of the property to be annexed.

4. The City Council made a determination after considering the recommendation of the Planning Commission, and the evidence and argument presented at the public hearing and in the record, that the request was in compliance with the applicable criteria and voted to approve the requested annexation, withdrawal, and zoning designations.

THE CITY OF ELGIN ORDAINS AS FOLLOWS:

Section 1. ANNEXATION, WITHDRAWAL, AND ZONING

A. Annexation. The following described territory is hereby annexed to and incorporated within the City of Elgin, Oregon:

Situate in the South half of Section 10, Township 1 North, Range 39 East of the Willamette Meridian, being a portion of Parcel 1 of Partition Plat Number 20060013T, plat records of Union County, Oregon, more particularly described as follows:

Beginning at the Southeast corner of said Parcel 1, said point which bears North 45 ° 42'54" East, a distance of 768.92 feet from the quarter corner common to Sections 10 and 15 of said Township and Range,

Thence: South 86°16'36" West, along the South line of said Parcel 1, a distance of 566.71 feet, to an angle point in said South line,

Thence: North 89°43'35" West, continuing along said South line, a distance of 967.38 feet,

Thence: North 0°16'25" East, a distance of 662.14 feet,

Thence: South 89°43'35" East, a distance of 180.62 feet,

Thence: North 0° 16'25" East, a distance of 545.71 feet,

Thence: South 89°43'35" East, a distance of 223.47 feet,

Thence: North 0° 16'25" East, a distance of 34.00 feet,

Thence: South 89°43'35" East, a distance of 110.00 feet,

Thence: South 0°16'25" West, a distance of 34.00 feet,

Thence: South 89° 43'35" East, a distance of 338.07 feet, to the East line of said Parcel 1,

Thence: South 0° 10'56" West, along said East line, a distance of 1167.85 feet, to an angle point in the exterior of said Parcel 1,

Thence: South 89°43'35" East, along said exterior, a distance of 111.96 feet, to an angle point in said exterior of Parcel 1,

Thence: North 86° 16'36" East, along said exterior, a distance of 568.04 feet, to the West line of Hug's Addition,

Thence: South O O 10'56" West, along said West line, a distance of 40.09 feet, to the Point of Beginning.

Containing 22.10 acres.

B. Withdrawal. The territory annexed to the City of Elgin, as described in Section 1 (A) above, is hereby withdrawn from Union County, such withdrawal being deemed to be in the best interest of the City of Elgin.

C. Zoning. Ordinance's Number 5 (1983) and 1 (2004) (as amended) adopting the City of Elgin Zoning Map is hereby amended to provide for a zone designation on the Zoning Map for the territory annexed to the City of Newport by designating the subject territory described in Section 1(A) above with the zone designation of R-2/"Residential-2."

Section 2. The findings attached as Exhibit "A" are hereby adopted in support of the annexation, withdrawal, and zoning designations as adopted in Section 1.

Section 3. This ordinance shall take effect 30 days after passage.

PASSED AND ADOPTED this 13th day of March, 2018.

With _____Ayes, ____ Nays, _____ Abstentions, _____ Absent

Signed;

_____

Allan Duffy, Mayor

_____

Mary West, Councilor ____ David Reed, Councilor ____

_____

Rocky Burgess, Councilor ____ Kathy Warren, Councilor ____

_____

Teresa Shaffer, Councilor ____ Risa Hallgarth, Councilor ____

State of Oregon County of Union

I hereby certify that the foregoing ordinance was passed and approved by the City Council of the City of Elgin Oregon at a regular or special meeting of said Council, held on the 13th day of March 2018.

Certified this _____ day of _____ 20 _____.

_____

Brock Loren Eckstein, Notary Public

My Commission Expires June 7th, 2019

CITY OF ELGIN, OREGON ORDINANCE 2 (2018)

AN ORDINANCE AMMENDING ORDINANCE TITLE 6 "ANIMALS" IN THE CITY OF ELGIN, OREGON BOOK OF ORDINANCES AND DECLARING AN EMERGENCY

Title 6 – Animals

Chapter 6.04 – Dogs

6.04.010 – Purpose

This code is implemented to be current with ORS Chapter 609 and protect the citizens of the City of Elgin from aggressive and nuisance dogs, and to regulate the ownership of animals within the City of Elgin.

6.04.020 – Definitions

"Adult dog" means any dog having a set of permanent canine teeth, or past the age of six months.

"Aggressive dog" – see Section 6.04.140

"Animal" means any member of the classes of reptiles, birds, or mammals, except man.

"Animal shelter" means a facility which is used to house or contain stray, homeless, abandoned or unwanted animals, and which is owned, operated or maintained by a public body, an established humane society, animal welfare society, society for the prevention of cruelty to animals, or other nonprofit or profit organization devoted to the welfare, protection, and humane treatment of animals. Management policy will determine animals to be accepted at the animal shelter.

"At large" means any dog off the premises of the owner and not under the control of either the owner or a person authorized by the owner.

"Companion animal" means any animal kept for pleasure rather than utility; an animal of a species that has been bred and raised to live in or about the habitation of humans and is dependent on people for food and shelter.

"Dangerous dog" – see Section 6.04.140

"Enforcement officer" means any law enforcement officer that may enforce any city, state, or federal regulations that may be applicable, including the City Ordinance Officer and his/her designee.

"Lawful" in regard to herding, hunting, or training means to be engaged in such activity on the property of another by permission, or on public land that is set aside and/or open for such use.

"Leash" means a cord or chain not more than eight feet in length by which an animal is physically controlled by the person accompanying it, and which is of a strength to restrain the animal.

"License tag" or "tag" means a pre-numbered identification license sold to an owner/custodian for a specific pet animal. Rabies identification or other identification may not be substituted or accepted in lieu of a license tag.

"Livestock" as defined by ORS 609.125.

"Owner" means any person owning, keeping, harboring, caring, for or having the right of possession to one or more dogs. For purpose of determining responsibility for dogs creating a nuisance, a dog shall be deemed to be harbored and owned if it is fed or sheltered for seven consecutive days or more. If a person decides to keep a stray, and the dog is old enough to be licensed, it shall be licensed within thirty (30) days. In a family setting, the owner is presumed to be the head of the family or the person whose name appears on a license registration, a rabies vaccination form, or lacking other means of determination, the owner is presumed to be the owner or leaseholder of the property where the dog is kept.

"Person" means any individual, partnership, association, corporation or other legal entity.

"Public nuisance" means any dog that unreasonably annoys humans, endangers the life or health of other animals or persons, or substantially interferes with the rights of citizens to enjoyment of life or property, other than their owners. The owner shall be personally liable for a dog that becomes a public nuisance and shall be financially liable for the actions of his/her dog.

"Restraint" means any dog secured by a leash or lead under the control of a responsible person and obedient to the person's commands, or under competent voice control. Restraint may include a pet carrier or other device sufficient to keep the dog from running at large.

"Under control" means the voice, signal or physical control to be restrained from approaching a bystander, from entering private property, and from causing damage to property. A dog is presumed not to have been under control if injury, damage or trespass has occurred.

"Veterinary hospital" means an establishment maintained and operated by a licensed veterinarian for surgery, diagnosis and treatment of diseases and injuries of animals.

"Wild" or "exotic animals" – see Section 6.04.170.

6.04.030 – Provision of animal control services

The animal control services to be provided by this chapter may include, but are not limited to, the following:

1. Establishing and maintaining a dog licensing program for domestic dogs.
2. Capture and control of all types of dogs running loose within the City.
3. Investigation, reporting and where necessary, issuance of summons to owners on complaints of animals being kept in unsanitary, unhealthy, inappropriate or other unlawful conditions.

6.04.040 – Licensing

A. No person may own, harbor, keep or have custody of any dog over the age of six months unless the dog has current license issued by the City of Elgin. Animal shelters and approved foster homes are exempt from licensing.

B. All licenses shall be issued on a calendar year basis, expiring on December 31st each year and must be renewed prior to January 31st of the following year. Violation of this subsection is failure to license or renew license.

C. It is unlawful for any owner to use a license for any dog other than the one for which it has been issued. If there is a change of ownership of a licensed dog, the new owner must apply for and obtain a new license.

D. It is unlawful for any person to steal or remove the license tag from any dog.

E. It is unlawful to make any false statements for the purpose of securing a lesser license fee.

F. The keeping of dogs within the City of Elgin is forbidden unless the owners or keepers thereof shall procure a license for each dog. In any prosecution for a violation of this section or for determining the length of time an animal must be kept in impoundment, the absence of a tag appended to a dog's collar shall be prima facie evidence that said dog has not been legally licensed.

G. License fees shall be established by resolution of the City Council. To encourage owners to help in the control of unwanted pet births, the City of Elgin shall offer a reduced license fee for all spayed or neutered dogs.

6.04.050 – Kennel licensing

A. Land Use. The issuance of a license for a kennel shall not constitute approve of the land use nor be evidence of compliance with land use restrictions or regulations, which may apply to operation or location of the proposed kennel. Applicants mush have approval from the City of Elgin.

B. Kennel Licensing Requirement. No person shall operate a kennel without first obtaining an annual license from the City of Elgin for each kennel operated. Fees shall be established by resolution of the Elgin City Council.

C. Kennel License Procedure. Upon receipt of an application for a dog kennel, the City Ordinance Officer, the City Administrator, or his designee shall inspect the facility, and upon determination that the facility complies with all provisions of this chapter and other city, state, and federal laws, shall issue a recommendation to the City of Elgin Planning Commission to approve the license. The City of Elgin Planning Commission shall approve or deny an application made under this chapter within sixty (60) days of inspection and the payment of the applicable fees.

D. Display of License. Each dog in the kennel over the age of six months shall wear a license tag provided by the City of Elgin. Each dog shall have a license form, and the license fee shall be in addition to the kennel fee. Fees shall be established by resolution of the Elgin City Council.

E. Denial and Revocation of License. A kennel license required under this section may be denied or revoked for any of the following reasons:

1. Failure to comply substantially with any provision of this chapter;
2. Conviction of the owner or any person subject to his direction or control for violation of any provisions of this chapter or other applicable state or federal law, rule, order or regulation pertaining to any activity relating to animals; or
3. Furnishing false information on the application for a license under this chapter.

F. Appeal from Denial or Revocation of License. If an application for a kennel license is denied or approved subject to conditions, or revoked, the applicant may appeal to the City Council no later than fifteen (15) days after the date of the decision by the Planning Commission. The City Council shall provide a hearing for the applicant within thirty (30) days of receiving the notice of appeal. Notice of

the hearing by the City Council shall be mailed to the applicant by certified mail no later than ten (10) days prior to the hearing. A decision by the City Council resulting from an appeal under this section shall be reviewed only as provided in ORS Chapter 34.

G. Inspection. A kennel licensed under this chapter shall be subject to inspection by any law enforcement officer at any time for the purpose of determining compliance with this chapter. The law enforcement officer shall have the right to inspect the facility itself, as well as all records and other documents required to be kept by this chapter.

6.04.060 – Rabies control/bite quarantine

A. No person may keep or harbor in the City of Elgin a dog over six months of age which is not inoculated against rabies by a licensed veterinarian in accordance with current accepted standards.

B. Any dog afflicted with rabies or bitten by a rabid animal is deemed a nuisance and the owner or custodian of such dog is required immediately upon discovery to submit the dog to veterinary treatment and guarantee its confinement for such period and in such manner as directed by the county health officer, a licensed veterinarian, or law enforcement officer.

C. The county health officer may direct the detention of dogs suspected of having rabies, in accordance with health department administrative rules. Notwithstanding the provisions of any other portion of this chapter, any dog impounded for biting a person shall be held for not less than ten (10) days before redemption or destruction to determine if the dog is rabid.

D. The owner of a dog who bites a human shall notify law enforcement within twelve (12) hours of such bite, giving the name and address of the person bitten, if known.

E. Any person who is bitten by a dog shall notify law enforcement of such bite within twenty-four (24) hours, giving a description of the dog and the name and address of such owner, if known.

F. When a doctor, veterinarian, shelter employee, or medical clinic employee has information that a person has been bitten by a dog, such person shall notify law enforcement within twenty-four (24) hours.

G. All other animal bites shall be reported to the Union County Health Department, by the person bitten, their doctor or a hospital.

6.04.070 – Public Nuisance

A. The owner or keeper of a dog shall not allow the animal to be a public nuisance as defined in this chapter. The term "public nuisance dog" shall mean and include, but is not limited to, any dog that:

1. Is repeatedly, more than three (3) times in a one-year period, found at large;
2. Damages the property of anyone other than its owners;
3. Molests or intimidates a pedestrian or passerby;
4. Chases vehicles;
5. Excessively makes disturbing noises, including but not limited to continued and repeated howling, barking or whining for more than ten (10) minutes or intermittent barking for more than thirty (30) minutes in a sixty (60) minute period, causing unreasonable annoyance, disturbance, or discomfort to neighbors or others in close proximity to the premises where the

animal is kept or harbored. If the barking is caused by the presence of predators such as coyotes, deer or other wildlife, or by a person intentionally taunting the dog, then the dog is not a public nuisance;

6. Causes fouling of the air by odor and thereby creates unreasonable annoyance or discomfort to neighbors or others in close proximity to the premises where the dog is kept or harbored;
7. Causes unsanitary conditions in enclosures or surrounding where the dog is kept or harbored;
8. Is offensive or dangerous to the public health, safety or welfare by virtue of the number and/or types of dogs maintained;
9. Attacks livestock or companion animals not belonging to the owner;
10. Scatters garbage; or
11. Is a female in heat and running at large.

B. Any person who has cause to believe a dog is being maintained as a public nuisance may complain, whether orally or in writing, to the City of Elgin. The complaint shall be considered sufficient cause for an officer to investigate the matter and determine if the owner or keeper of the dog is in violation of this section or other sections of this chapter pertaining to nuisance.

C. An owner shall make every reasonable effort will be made to see that every female dog in heat is confined in a building or secure enclosure in such manner that such female dog cannot come into contact with another dog, except for planned breeding.

D. Any dog whose owner allows or permits their animal to deposit excreta on public areas, recreation areas or on private property not belonging to the owner is hereby declared to be a nuisance and the owner shall be responsible for the removal of the excreta. In lieu of or in addition to removal of the excreta, the owner or custodian may be cited by a law enforcement officer for violation of this chapter.

E. Each day a nuisance exists may be an additional cause for a citation.

6.04.080 – Dog at large

A. It shall be unlawful for the owner or custodian of any dog to cause, permit or allow such dog to roam, run, stray, or be away from the premises of such owner or custodian and to be on any public place, any public property or the private property of another within the City. An owner or custodian of a dog may take it off the owner's or custodian's premises, provided the dog is under restraint. Any dog found roaming, running, straying, or being away from the owner's or custodian's premises and not on a leash or under control as herein provide, is deemed to be at large, and such dog may be seized an impounded subject to the redemption provision of this chapter. In lieu of, or in addition to, impounding a dog, the owner or custodian may be cited by any law enforcement officer for violation of this chapter.

B. The prohibition contained in this section shall not apply to dogs that are under control while engaged in one of the following:

1. Lawful herding of farm animal;
2. Lawful hunting activities;
3. Lawful competition sanctioned by a nationally recognized body or a local chapter thereof; or
4. Lawful training in preparation for such herding, hunting, or competitive activities.

6.04.090 – Impoundment

A. At large dogs may be lawfully taken by any law enforcement officer and impounded in an animal shelter.

B. Redemption. An owner reclaiming an impounded dog shall pay impoundment fees and boarding fees in accordance with fees set by the shelter. If the dog is required to be licensed, the fees shall be paid at the time of redemption, and the tags issued upon presentation of proof of rabies vaccination. Notwithstanding the above, no dog will be released without proof of rabies vaccination. If the person reclaiming the dog has outstanding unpaid tickets (tickets not pending hearing appeal), those must also be paid prior to the release of the dog.

C. Any dog apprehended or turned into the shelter for impoundment will be redeemable for a minimum of five days. The officer or shelter will make a reasonable effort to contact the owner of any dog wearing a collar with a valid license tag. Any dog not redeemed during the holding period will be deemed to have been surrendered to the animal shelter for disposition.

D. Seriously injured, diseased, or wild dogs need not be detained for the holding period, but with the concurrence of a veterinarian or certified euthanasia technician may be disposed of in a humane manner at any time. Notwithstanding the provisions of any other portion of this chapter, any dog impounded for biting a person shall be held for not less than ten (10) days before redemption or destruction, to determine if the dog is rabid, unless the owner shows proof of current rabies vaccination and has an adequate area for home quarantine, at the discretion of the Ordinance Officer.

E. Any impounded dog, following the holding periods, and dogs voluntarily surrendered to the animal shelter, shall be disposed of in a humane manner, or, at the discretion of the shelter manager, may be held for a longer period to allow for adoption.

F. Other animals may be impounded at the shelter's discretion.

6.04.100 – Animal Cruelty – In addition to ORS Chapter 167

The following, separately or together, are deemed to constitute cruel treatment to animals. Therefore, it shall be unlawful for any person to:

A. Tether, confine, or restrain any dog in such a way as to permit said dog to become frequently entangled in such tether, or render said dog incapable of consuming food or water provided for it. All dogs must have a fenced yard or cable run no shorter than twenty (20) feet long and no shorter than ten (10) feet wide. Small dogs no more than eight inches tall may be kept in an area no smaller than one hundred (100) square feet.

B. Confining a dog within or on a motor vehicle or other enclosure or structure when unattended and under such conditions as may endanger the health and well being of the animal. Such conditions include, but are not limited to, dangerous temperature, lack of food or water, and confinement with a vicious dog.

C. Knowingly placing food of a description containing poisonous or other injurious ingredients in any location likely to be accessible to domesticated animals or livestock.

6.04.110 – Animal abandonment

Abandonment is defined as dropping off or leaving said animal on the street, road, or highway, or in a public place, or the private property of another person, firm, or corporation; or in case of a dog impounded at the animal shelter, a dog is presumed to be abandoned by its owner if they have taken no affirmative action to redeem the dog for a period of five days from the date of notice of impoundment. Animals may be left at the shelter by arrangement with shelter staff. If the owner refuses to redeem or pay fees for his/her animal, the owner may be cited for abandonment and the dog may be placed for adoption.

6.04.120 – Identification and classification of dangerous or aggressive dogs

A. Aggressive Level 1. A dog shall be classified as Aggressive Level 1 if while at large or secured in such a manner as to reach a public right-of-way, or secured in such a manner as to interfere with a legal right of entry to the dog owner's property, the dog does menace, chase, display threatening or aggressive behavior or otherwise threaten or endanger the safety of any person or, while at large, threatens or causes injury to any domestic animal.

B. Aggressive Level 2. A dog shall be classified as Aggressive Level 2 if while at large or secured in such a manner as to reach a public right-of-way, or secured in such a manner as to interfere with a legal right of entry to the dog owner's property, the dog does aggressively bite or cause physical injury to any person, or while at large kills any domestic animal.

C. Dangerous. A dog shall be classified as dangerous if, whether or not confined, causes serious physical injury or death to a person; or is used in the commission of a crime; or is an Aggressive Level 2 dog that repeats the behavior after the owner is notified of the designation.

D. No dog shall be classified as dangerous or aggressive, even if the dog has engaged in these behaviors, upon a determination that the behavior was caused by abuse or torment of the dog, or criminal activity on the part of any victim.

E. No dog shall be found to be dangerous or aggressive if it is a dog trained for law enforcement purposes and is on duty under the control of a law enforcement officer.

F. A law enforcement officer shall determine whether any dog has engaged in the behaviors specified in subsection A, B, and C. The determination shall be based upon an investigation that includes observation of the dog's behavior by a law enforcement officer, or by other witnesses who personally observed the behavior. Observations must be in writing attesting to the observed behavior.

6.04.130 – Notification to owner of dangerous or aggressive dog

The City of Elgin shall give the dog's owner written notice by certified mail or personal service that includes the following:

A. The dog's specific behavior;

B. The dog's dangerous or aggressive classification; and

C. Restrictions applicable because of the dog's classification.

6.04.140 – Regulation of dangerous or aggressive dogs

A. Aggressive Level 1

1. Dogs classified as Aggressive Level 1 shall be restrained at all times by a physical device or structure whenever the dog is not on a leash or inside the owner's home, in a manner that prevents the dog from reaching any public sidewalk or adjoining property and must be located so as not to interfere with the public's legal access to the owner's property, whenever that dog is outside the owner's home and not on a leash.
2. The dog shall be licensed, and the license renewed as required.
3. Change of residence by owner or keeper or change of ownership of the dog shall be reported to the City of Elgin. The new owner shall be subject to the same restrictions for the dog as the original owner.
4. To ensure proper identification of the dog, the dog shall be microchipped at the owner's expense.

B. Aggressive Level 2

1. Dogs classified as Aggressive Level 2 shall be confined within a secure enclosure whenever the dog is not on a leash or inside the owner's home. The secure enclosure must be located in a manner that prevents the dog from reaching any public sidewalk or adjoining property and must be located so as not to interfere with the public's legal access to the owner's property, whenever that dog is outside the owner's home and not on a leash.
2. The dog shall not be off the property unless it is restrained and under the control of a capable person.
3. The owner/keeper shall purchase and post "Beware of Dog" sign at all entrances to the property if the behavior involved humans.
4. The dog shall be licensed, and the license renewed as required.
5. Change of residence by owner or keeper or change of ownership of the dog shall be reported to the City of Elgin. A new owner shall be subject to the same restrictions for the dog as the original owner.
6. To ensure proper identification of the dog, the dog shall be microchipped at the owner's expense.
7. The dog shall be sterilized at the owner's expense.

C. Dangerous

1. A dog classified as dangerous shall be impounded not less than ten (10) days after classification to allow for rabies quarantine prior to euthanasian, unless appealed.
2. The dog shall be impounded upon receipt by the owner/keeper of written notice of classification.
3. Where the subject dog has been impounded and an appeal has been filed, the owner/keeper of the dog shall be required to post a deposit of one hundred fifty dollars ($150) at the time the appeal is requested towards the expense of sheltering the animal during the appeal process.
4. If the classification of the dog as dangerous is upheld on appeal, the owner shall be liable for the cost of the dog's impoundment, and all fees incurred for sheltering and caring for the dog.
5. If the classification of dangerous is reversed on appeal, the deposit shall be returned.
6. Failure to file an appeal as provided or unexcused failure of a party to appear at a duly scheduled hearing, shall constitute a waiver by the party of any further appeal under this

chapter. Upon entry of a waiver in the record, the last decision issued by law enforcement shall become final.

6.04.150 – Appeal procedures for aggressive and dangerous dogs

A. To appeal an aggressive or dangerous classification, the following must be met:

1. Appeal must be made in writing to the Elgin Municipal Court.
2. A twenty-five dollar ($25) appeal fee must accompany the written request.
3. In all dangerous dog classification appeals, a one hundred fifty dollar ($150) deposit must also accompany the written request to cover the costs to shelter the dog during the appeal process.
4. The written appeal, the twenty-five dollar ($25) appeal fee, and one hundred fifty dollar ($150) deposit for dangerous dog appeals must be received by the Municipal Court within ten (10) days from the date of notice of classification.

B. Pending appeal, the owner shall comply with the restrictions specified in the aggressive or dangerous notice. Failure to comply with these restrictions shall be considered a violation of Section 6.04.140.

IMPORTANT: FAILURE TO COMPLY WITH ALL APPLICABLE REQUIREMENTS UNDER THIS SECTION WITHIN TEN (10) DAYS FROM THE NOTICE OF CLASSIFICATION SHALL RESULT IN THE CLASSIFICATION BEING FINAL!

C. To appeal the decision of the Municipal Court regarding a dangerous dog classification, the owner may contact circuit court.

D. The owner can petition the Municipal Court to have the Aggressive Level 1 and Aggressive Level 2 classification removed if no subsequent citations have been issued for the following times:

Aggressive Level 1 – No citations or complaints for one year and the dog's behavior has changed to the point that the dog is no longer aggressive.

Aggressive Level 2 – No citation or complaints for two years and the dog's behavior has changed to the point that the dog is no longer aggressive.

6.04.160 – Cost of injured animals or carcass removal

A. If an injured dog requiring veterinary treatment is impounded by an officer or other person and the owner can be clearly identified, the officer shall have the authority to assess the costs of the veterinary treatment to the owner. Any owner refusing to pay such assessed costs may be cited for a violation of this chapter.

B. If the city is requested to remove a dead dog and the owner can be clearly identified, the city shall have the authority to assess the costs of removal and disposal to the owner; provided, however, the cost of removal/disposal shall be reasonably commensurate with the actual costs and that a reasonable attempt be made to contact the dead dog's owner prior to such removal.

6.04.170 – Keeping of wild or exotic dogs

The keeping of wild and exotic dogs shall be in accordance with Chapter 609 of the Oregon Revised Statutes.

A. In addition to all exotic dogs, any canine hybrid will be considered for the purpose of this chapter and shall be subject to all provisions in addition to any state or federal restrictions.

B. Canine hybrids may be licensed for the purpose of tracking and control, but issuance of a license does not imply that the hybrid is protected from rabies with a vaccination.

C. Hybrids which have bitten a person or another animal shall be taken into custody and immediately be humanely destroyed and the head submitted for analysis as required by state law.

D. An owner shall identify whether or not an animal is a hybrid, unless there is other evidence to the contrary such as the breeder of the animal stating that they are a hybrid, or other such proof, to the satisfaction of a law enforcement officer or the City Administrator. In the event of a dispute over an animal's breeding, the safety of the public shall take precedence over the rights of the animal owner.

E. Hybrids shall not be adopted from the animal shelter, but shall be humanely destroyed as soon as possible.

6.04.180 – Enforcement and penalties

A. The provisions of this chapter shall be enforced by any law enforcement officer. It shall be a violation of this chapter to interfere with a law enforcement officer in the performance of his/her duties.

B. Definitions. For the purposes of this section, the following terms are defined as follows:

1. Admissible Evidence – The Oregon Evidence Code shall be applicable to hearings held for violations of county infractions.
2. Municipal Court – The Elgin Municipal Court.

C. Establishment and purpose.

1. The power and responsibilities provided in this section, and subject too the procedures and limitations set forth below, are hereby established to further the public interest and protect the citizens of the City of Elgin.
2. The City of Elgin Municipal Court has been established for the purpose of providing a convenient and practical form for the administrative hearing and determination of civil violations of certain City Ordinances, in connection with, but not limited to, dog control ordinance violations.

D. Penalties. Fines for multiple convictions will be set by the court not to exceed five hundred dollars ($500). The Elgin City Council will set presumptive fines for the following offenses by resolution:

1. Allowing a dog to run at large or not under control
2. Having a dog that has been classified as an Aggressive Level 1 dog and allowing it to run at large or not under control
3. Having a dog that has been classified as an Aggressive Level 2 dog and allowing it to run at large or not under control
4. Animal abandonment
5. Animal cruelty
6. Public nuisance
7. Dog not licensed
8. Dog not licensed and not vaccinated

9. Failure to license a dog classified as an Aggressive Level 1 dog or Aggressive Level 2 dog 6.04.190 – ORS Chapter 609

In addition to any offenses listed in this chapter, any offense defined by ORS Chapter 609 shall also be a violation of this ordinance subject to the same penalty as defined by ORS Chapter 609, to the extent it does not conflict with this chapter.

6.04.200 – Declaration of Emergency

It is hereby determined and found that this chapter is necessary for the immediate preservation of the public health, peace and safety of the people of the City of Elgin, and by reason of the foregoing, an emergency is hereby declared to exist and this section shall be in full force and effect immediately upon and after the passage by the city council and signed by the Mayor of the City of Elgin.

PASSED AND ADOPTED this 13th day of March, 2018.

With _____Ayes, ____ Nays, _____ Abstentions, _____ Absent

Signed;

_____

Allan Duffy, Mayor

_____

Mary West, Councilor ____ David Reed, Councilor ____

_____

Rocky Burgess, Councilor ____ Kathy Warren, Councilor ____

_____

Teresa Shaffer, Councilor ____ Risa Hallgarth, Councilor ____

State of Oregon County of Union

I hereby certify that the foregoing ordinance was passed and approved by the City Council of the City of Elgin Oregon at a regular or special meeting of said Council, held on the 13th day of March 2018.

Certified this _____ day of _____ 20 _____.

_____

Brock Loren Eckstein, Notary Public

My Commission Expires June 7th, 2019

CITY OF ELGIN, OREGON ORDINANCE 3 (2018)

AN ORDINANCE ESTABLISHING PUBLIC CONTRACTING REGULATIONS FOR THE CITY OF ELGIN AND DECLARING AN EMERGENCY

WHEREAS, Chapter 2.04 of the City of Elgin Municipal Code provides:

> 2.04.030 - Rules.
>
> From time to time the city council, acting as the contract review board may, by resolution of the board, adopt rules for the exercise of its authority as the contract review board. Such rules may govern the meetings of the contract review board, qualifications of proposals and bids, disqualification of proposals and bids, appealing disqualifications of proposals and bids and exempting contracts from bidding requirements, for all contracts acquiring public improvements, goods and services and personal services compatible with the requirements of ORS Chapter 279.

WHEREAS, the City desires to adopt rules for the exercise of its authority as the contract review board for the City of Elgin.

THE CITY OF ELIGN ORDAINS AS FOLLOWS:

1. **Public Contracts – City of Elgin Policy.**

   A. **Short Title.** The provisions of this ordinance and all rules adopted under this ordinance may be cited as City of Elgin's Public Contracting Regulations.

   B. **Purpose of Public Contracting Regulations.** It is the policy of the City of Elgin in adopting the Public Contracting Regulations to utilize public contracting practices and methods that maximize the efficient use of public resources and the purchasing power of public funds by:

      (1) Promoting impartial and open competition;

      (2) Using solicitation materials that are complete and contain a clear statement of contract specifications and requirements; and

      (3) Taking full advantage of evolving procurement methods that suit the contracting needs of Union County as they emerge within various industries.

   C. **Interpretation of Public Contracting Rules.** In furtherance of the purpose of the objectives set forth in subsection B, it is the City Council's intent that City of Elgin Contracting Regulations be interpreted to authorize the full use of all contracting powers and authorities described in ORS Chapters 279A, 279B and 279C.

2. **Application of Public Contracting Regulations.** In accordance with ORS 279A.025, City of Elgin's public contracting regulations and the Oregon Public Contracting Code do not apply to the following classes of contracts.

A. **Between Governments.** Contracts between the City of Elgin and a public body or agency of the State of Oregon or its political subdivisions, or between the City of Elgin and an agency of the federal government.

B. **Grants.** A grant contract is an agreement under which the City of Elgin is either a grantee or a grantor of moneys, property or other assistance, including loans, loan guarantees, credit enhancements, gifts, bequests, commodities or other assets, for the purpose of supporting or stimulating a program or activity of the grantee and in which no substantial involvement by the grantor is anticipated in the program or activity other than involvement associated with monitoring compliance with the grant conditions. *The making or receiving of a grant is not a public contract subject to the Oregon Public Contracting Code; however, any grant made by the City of Elgin for the purpose of constructing a public improvement or public works project shall impose conditions on the grantee that ensure that expenditures of the grant to design or construct the public improvement or public works project are made in accordance with the Oregon Public Contracting Code and these regulations.*

C. **Legal Witnesses and Consultants.** Contracts for professional or expert witnesses or consultants to provide services or testimony relating to existing or potential litigation or legal matters in which the City of Elgin is or may become interested.

D. **Real Property.** Acquisitions or disposals of real property or interests in real property.

E. **Textbooks.** Contracts for the procurement or distribution of textbooks.

F. **Oregon Corrections Enterprises.** Procurements from an Oregon corrections enterprises program.

G. **Finance.** Contracts, agreements or other documents entered into, issued or established in connection with:

(1) The incurring of debt by the City of Elgin, including any associated contracts, agreements or other documents, regardless of whether the obligations that the contracts, agreements or other documents establish are general, special or limited;

(2) The making of program loans and similar extensions or advances of funds, aid or assistance by the City of Elgin to a public or private Person for the purpose of carrying out, promoting or sustaining activities or programs authorized by law other than for the construction of public works or public improvements;

(3) The investment of funds by the City of Elgin as authorized by law, or

(4) Banking, money management or other predominantly financial transactions of the City of Elgin that, by their character, cannot practically be established under the competitive contractor selection procedures, based upon the findings of the City Council.

H. **Employee Benefits.** Contracts for employee benefit plans as provided in ORS 243.105 1, 243.125 4, 243.221, 243.275, 243.291, 243.303 and 243.565.

I. **Exempt Under State Laws.** Any other public contracting specifically exempted from the Oregon Public Contracting Code by another provision of law.

J. **Federal Law.** Except as otherwise expressly provided in ORS 279C.800 to 279C870, applicable federal statues and regulations govern when federal funds are involved and the federal statutes or regulations conflict with any provision of the Oregon Public Contracting Code or these regulations, or require additional conditions in public contracts not authorized by the Oregon Public Contracting Code or these regulations.

3. **Public Contracts – Regulation by the City of Elgin.** Except as expressly delegated under these regulations, the City of Elgin City Council reserves to itself the exercise of all of the duties and authority of a contract review board *and a contracting agency* under state law, including, but not limited to, the power and authority to:

A. **Solicitation Methods Applicable to Contracts.** Approve the use of contracting methods and exemptions from contracting methods for a specific contract or certain classes of contracts;

B. **Brand Name Specifications.** Exempt the use of brand name specifications for public improvement contracts;

C. **Waiver of Performance and Payment Bonds.** Approve the partial or complete waiver of the requirement for the delivery of a performance or payment bond for construction of a public improvement;

D. **Electronic Advertisement of Public Improvement Contracts.** Authorize the use of electronic advertisements for contracts in lieu of publication in a newspaper of general circulation;

E. **Appeals.** Hear properly filed appeals of appointed Solicitation Agents' determination of debarment, or concerning prequalification or contract award;

F. **Rulemaking.** Adopt contracting rules under ORS 279A.065, ORS 279A.070 including, without limitation, rules for the procurement, management, disposal and control of goods, services, personal services and public improvements;

G. **Award.** Award all contracts;

H. **Delegation.** Delegate to any employee or agent of the City of Elgin any of the duties or authority of a contracting agency; and

I. **Mandatory Review of Rules.** Whenever the Oregon State Legislative Assembly enacts laws that cause the attorney general to modify its Model Rules, the City of Elgin City Council shall review these regulations to determine whether any modifications to the regulations need to be adopted by the City of Elgin to ensure compliance with statutory changes.

4. **Public Contracts – Model Rules.** The Model Rules adopted by the Attorney General under ORS 279A.065 (Model Rules) are hereby adopted as the public contracting rules for the City

of Elgin, to the extent that the Model Rules do not conflict with the provisions of this Ordinance including any amendments to this Ordinance.

5. **Public Contracts – Designation of Solicitation Agents.** The following officials of the City of Elgin are designated as the Solicitation Agents for the following classes of contracts unless superceded by a specific designation by the City Council:

(1) Design and construction of public improvements –_____.
(2) Personal services contracts, other than for design of public improvements – administrative officer.
(3) Procurement and disposal of goods and services – administrative officer.

6. **Public Contracts – Definitions.** The following terms used in these regulations shall have the meanings set forth below.

Award means the selection of a person to provide goods, services or public improvements under a public contract. The award of a contract is not binding on the City of Elgin until the contract is executed and delivered by the City of Elgin.

Bid means a binding, sealed, written offer to provide goods, services or public improvements for a specified price or prices.

Concession agreement means a contract that authorizes and requires a private entity or individual to promote or sell, for its own business purposes, specified types of goods or services from real property owned or managed by the City of Elgin, and under which the concessionaire makes payments to the City of Elgin based, at least in part, on the concessionaire's revenues or sales. The term "concession agreement" does not include a mere rental agreement, license or lease for the use of premises.

Contract price means the total amount paid or to be paid under a contract, including any approved alternates, and any fully executed change orders or amendments.

Contract review board or local contract review board means the City of Elgin City Council.

Cooperative procurement means a procurement conducted by or on behalf of one or more contracting agencies.

Debarment means a declaration by City of Elgin City Council under ORS 279B.130 or ORS 279C.440 that prohibits a potential contractor from competing for City of Elgin's public contracts for a prescribed period of time.

Disposal means any arrangement for the transfer of property by City of Elgin under which City of Elgin relinquishes ownership.

Emergency means circumstances that create a substantial risk of loss, damage or interruption of services or a substantial threat to property, public health, welfare or safety; and require prompt execution of a contract to remedy the condition.

Energy savings performance contract means a contract with a qualified energy service company for the identification, evaluation, recommendation, design and construction of energy conservation measures that guarantee energy savings or performance.

Findings are the statements of fact that provide justification for a determination. Findings may include, but are not limited to, information regarding operation, budget and financial data; public benefits; cost savings; competition in public contracts; quality and aesthetic considerations, value engineering; specialized expertise needed; public safety; market conditions; technical complexity; availability, performance and funding sources.

Goods means any item or combination of supplies, equipment, materials or other personal property, including any tangible, intangible and intellectual property and rights and licenses in relation thereto.

Informal solicitation means a solicitation made in accordance with City of Elgin's Public Contracting Regulations to a limited number of potential contractors, in which the Solicitation Agent attempts to obtain at least three written quotes or proposals.

Invitation to bid means a publicly advertised request for competitive sealed bids.

Model Rules means the public contracting rules adopted by the Attorney General under ORS 279A.065.

Offeror means a person who submits a bid, quote or proposal to enter into a public contract with the City of Elgin.

Oregon Public Contracting Code means ORS chapters 279A, 279B and 279C.

Person means a natural or any other private or governmental entity, having the legal capacity to enter into a binding contract.

Proposal means a binding offer to provide goods, services or public improvements with the understanding that acceptance will depend on the evaluation of factors other than, or in addition to, price. A Proposal may be made in response to a request for proposals or under an informal solicitation.

Personal services contract means a contract with an independent contractor predominantly for services that require special training or certification, skill, technical, creative, professional or communication skills or talents, unique and specialized knowledge, or the exercise of judgment skills, and for which the quality of the service depends on attributes that are unique to the service provider. Such services include, but are not limited to, the services of architects, engineers, land surveyors, attorneys, auditors and other licensed professionals, artists, designers, computer programmers, performers, consultants and property managers. The City of Elgin City Council shall have discretion to determine whether additional types of services not specifically mentioned in this paragraph fit within the definition of personal services.

Public contract means a sale or other disposal, or a purchase, lease, rental or other acquisition, by the City of Elgin of personal property, services, including personal services, public improvements, public works, minor alterations, or ordinary repair or maintenance necessary to preserve a public improvement.

Public improvement means a project for construction, reconstruction or major renovation on real property by or for the City of Elgin. "Public improvement" does not include:

(1) Projects for which no funds of the City of Elgin are directly or indirectly used, except for participation that is incidental or related primarily to project design or inspection; or

(2) Emergency work, minor alteration, ordinary repair or maintenance necessary to preserve a public improvement.

Qualified pool means a pool of vendors who are pre-qualified to compete for the award of contracts for certain types of contracts or to provide certain types of services.

Quote means a price offer made in response to an informal or qualified pool solicitation to provide goods, services or public improvements.

Request for proposals means a publicly advertised request for sealed competitive proposals.

Services means and includes all types of services (including construction labor) other than personal services.

Solicitation means an invitation to one or more potential contractors to submit a bid, proposal, quote, statement of qualifications or letter of interest to the City of Elgin with respect to a proposed project, procurement or other contracting opportunity. The word "solicitation" also refers to the process by which the City of Elgin requests, receives and evaluates potential contractors and awards public contracts.

Solicitation Agent means with respect to a particular solicitation or contract, the City of Elgin employee charged with responsibility for conducting the solicitation and making an award or making a recommendation on award to the City of Elgin City Council.

Solicitation documents means all informational materials issued by the City of Elgin for solicitation, including, but not limited to advertisements, instructions, submission requirements and schedules, award criteria, contract terms and specifications, and all laws, regulations and documents incorporated by reference.

Standards of responsibility means the qualifications of eligibility for award of a public contract. An offeror meets the standards of responsibility if the offeror has:

(1) Available the appropriate financial, material, equipment, facility and personnel resources and expertise, or ability to obtain the resources and expertise, necessary to indicate the capability of the offeror to meet all contractual responsibilities;

(2) A satisfactory record of performance. The Solicitation Agent shall document the record of performance of an offeror if the Solicitation Agent finds the offeror to be not responsible under this paragraph;

(3) A satisfactory record of integrity. The Solicitation Agent shall document the record of integrity of an offeror if the Solicitation Agent finds the offeror to be not responsible under this paragraph;

(4) Qualified legally to contract with the City of Elgin;

(5) Supplied all necessary information in connection with the inquiry concerning responsibility. If an offeror fails to promptly supply information requested by the Solicitation Agent concerning responsibility, the Solicitation Agent shall base the determination of responsibility upon any available information or may find the offeror non-responsible; and

(6) Not been debarred by the City of Elgin, and, in the case of public improvement contracts, has not been listed by the Construction Contractors Board as a contractor who is not qualified to hold a public improvement contract.

Surplus property means personal property owned by the City of Elgin which is no longer needed for use by the department to which such property has been assigned.

7. Public Contracts – Process for Approval of Special Solicitation Methods and Exemptions.

A. **Authority of Board of Commissioners.** In its capacity as contract review board for the City of Elgin, the City of Elgin City Council, upon its own initiative, may create special selection, evaluation and award procedures for, or may exempt from competition, the award of a specific contract or class of contracts as provided in this section 7.

B. **Basis for Approval.** The approval of a special solicitation method or exemption from competition must be based upon a record before the City of Elgin City Council that contains the following:

(1) The nature of the contract or class of contracts for which the special solicitation or exemption is requested;

(2) The estimated contract price or cost of the project, if relevant;

(3) Findings to support the substantial cost savings, enhancement in quality or performance or other public benefit anticipated by the proposed selection method or exemption from competitive solicitation;

(4) Findings to support the reason that approval of the request would be unlikely to encourage favoritism or diminish competition for the public contract or class of public contracts, or would otherwise substantially promote the public interest in a manner that could not practicably be realized by complying with the solicitation requirements that would otherwise be applicable under these regulations;

(5) A description of the proposed alternative contracting methods to be employed; and

(6) The estimated date by which it would be necessary to let the contract(s).

In making a determination regarding a special selection method, the City of Elgin City Council may consider the type, cost, amount of the contract or class of contracts, number of persons available to make offers, and such other factors as it may deem appropriate.

C. **Hearing.**

(1) The City of Elgin shall approve the special solicitation or exemption after a public hearing before the City of Elgin City Council following notice by publication in at least one newspaper of general circulation in the Union County area.

(2) At the public hearing, the City of Elgin shall offer an opportunity for any interested party to appear and present comment.

(3) The City of Elgin City Council will consider the findings and may approve the exemption as proposed or as modified by the City of Elgin City Council after providing an opportunity for public comment.

D. **Special Requirements for Public Improvement Contracts.**

(1) Notification of the public hearing for exemption of a public improvement contract, or class of public improvement contracts, shall be published in a trade newspaper of general statewide circulation at least 14 days prior to the hearing.

(2) The notice shall state that the public hearing is for the purpose of taking comments on City of Elgin's draft findings for an exemption from the standard solicitation method. At the time of the notice, copies of the draft findings shall be made available to the public.

E. **Commencement of Solicitation Prior to Approval.** A solicitation may be issued prior to the approval of a special exemption under this section 7, provided that the closing of the solicitation may not be earlier than five days after the date of the hearing at which the City of Elgin City Council approves the exemption. If the City of Elgin City Council fails to approve a requested exemption or requires the use of a solicitation procedure other than the procedures described in the issued solicitation documents, the issued solicitation may either be modified by addendum, or cancelled.

8. **Public Contracts – Solicitation Methods for Classes of Contracts.** The following classes of public contracts and the method(s) that are approved for the award of each of the classes are hereby established by the City of Elgin City Council

A. **Purchases from Nonprofit Agencies for Disabled Individuals.** The City of Elgin shall give a preference to goods, services and public improvements available from qualified nonprofit agencies for disabled individuals in accordance with the provisions of ORS 279.835 through 279.850.

B. **Public Improvement Contracts.**

(1) **Any Public Improvement.** Unless otherwise provided in these regulations or approved for a special exemption, public improvement contracts in any amount may be issued under an invitation to bid.

(2) **Non-Transportation Public Improvements Up to $100,000.** Public improvement contracts other than contracts for highway, bridge or other transportation projects for which the estimated contract price does not exceed $100,000 may be awarded using an informal solicitation for quotes or proposals.

(3) **Transportation Public Improvements Up to $50,000.** Contracts for which the estimated contract price does not exceed $50,000 for highways, bridges or other transportation projects may be awarded using an informal solicitation for quotes.

(4) **City-Funded Privately-Constructed Public Improvements.** City of Elgin may contribute funding to a privately-constructed public improvement project without subjecting the project to competitive solicitation requirements if all of the following conditions are met with respect to the entire public improvement project:

(a) City of Elign's contribution to the project may not exceed 25% of the total cost of the project;

(b) City of Elgin must comply with all applicable laws concerning the reporting of the project to the Bureau of Labor and Industries as a public works project;

(c) The general contractor for the project must agree in writing to comply with all applicable laws concerning reporting and payment of prevailing wages for the project;

(d) The funds contributed to the project may not provide a pecuniary benefit to the owner of the development for which the project is being constructed, other than benefits that are shared by all members of the community;

(e) The performance of the general contractor and the payment of labor for the project must be secured by performance and payment bonds or other cash-equivalent security that is acceptable to the City of Elgin City Council to protect the City of Elgin against defective performance and claims for payment; and

(f) The contract for construction of the project must be amended, as necessary, to require the general contractor to maintain adequate workers compensation and liability insurance and to protect and provide indemnification to the City of Elgin for all claims for payment, injury or property damage arising from or related to the construction of the project.

C. **Personal Services Contracts.** Except as otherwise provided in these regulations, personal services contracts may be awarded in the same manner as contracts for services under ORS 279B.050, and 279B.060 to 279B.085.

(1) **Any Personal Services Contract.** Personal services contracts in any amount may be awarded under a publicly advertised request for competitive sealed proposals.

(2) **Personal Service Contracts Not Exceeding $150,000.** Contracts for personal services for which the estimated contract price does not exceed $150,000 may be awarded using an informal solicitation for proposals.

(3) **$75,000 Award from Qualified Pool.** Contracts for personal services for which the estimated contract price does not exceed $75,000 may be awarded by direct appointment without competition from a Qualified Pool.

(4) **Personal Service Contracts Not Exceeding $20,000 Per Year.** Contracts for which the Solicitation Agent estimates that payments will not exceed $20,000 in any fiscal year or $150,000 over the full term, including optional renewals, may be awarded under any method deemed in City of Elgin's best interest by the Solicitation Agent, including by direct appointment.

(5) **Personal Service Contracts for Continuation of Work.** Contracts of not more than $150,000 for the continuation of work by a contractor who performed preliminary studies, analysis or planning for the work under a prior contract may be awarded without competition if the prior contract was awarded under a competitive process and the Solicitation Agent determines that use of the original contractor will significantly reduce the costs of, or risks associated with, the work.

D. **Hybrid Contracts.** The following classes of contracts include elements of construction of public improvements as well as personal services and may be awarded under a request for proposals, unless exempt from competitive solicitation.

(1) **Design/Build and CM/GC Contracts.** Contracts for the construction of public improvements using a design/build or construction manager/general contractor determination to construct a project using a design/build or construction manager/general contractor construction method must be approved by the City of Elgin City Council or designee, upon application of the Solicitation Agent, in which the Solicitation Agent submits facts that support a finding that the construction of the improvement under the proposed method is likely to result in cost savings, higher quality, reduced errors, or other benefits to the City of Elgin.

(2) **Energy Savings Performance Contracts.** Unless the contract qualifies for award under another classification in this section 8, contractors for energy savings performance contracts shall be selected under a request for proposals in accordance with the City of Elgin's Public Contracting Regulations.

E. **Contracts for Goods and Services.**

(1) **Any Procurement.** The procurement of goods or services, or goods and services in any amount may be made under either an invitation to bid or a request for proposals.

(2) **Procurements Up to $150,000.** The procurement of goods or services, or goods and services, for which the estimated contract price does not exceed $150,000 may be made under an informal solicitation for either quotes or proposals.

F. **Contracts Subject to Award at Solicitation Agent's Discretion.** The following classes of contracts may be awarded in any manner which the Solicitation Agent deems appropriate to the City of Elgin's needs, including by direct appointment or purchase. Except where otherwise provided the Solicitation Agent shall make a record of the method of award.

(1) **Advertising.** Contracts for placing of notice or advertisements in any medium.

(2) **Amendments.** Contract amendments shall not be considered to be separate contracts if made in accordance with the Public Contracting Regulations.

(3) **Animals.** Contracts for the purchase of animals.

(4) **Contracts** Up to $5,000. Contracts of any type for which the contract price does not exceed $5,000 without a record of the method of award.

(5) **Copyrighted Materials; Library Materials.** Contracts for the acquisition of materials entitled to copyright, including, but not limited to works of art and design, literature and music, or materials even if not entitled to copyright, purchased for use as library lending materials.

(6) **Equipment Repair.** Contracts for equipment repair or overhauling, provided the service or parts required are unknown and the cost cannot be determined without extensive preliminary dismantling or testing.

(7) **Government Regulated Items.** Contracts for the purchase of items for which prices or selection of suppliers are regulated by a governmental authority.

(8) **Insurance.** Insurance and service contracts as provided for under ORS 414.115, 414,125, 414.135 and 414.145.

(9) **Non-Owned Property.** Contracts or arrangements for the sale or other disposal of abandoned property or other personal property not owned by Union County.

(10) **Sole Source Contracts.** Contracts for goods or services which are available from a single source may be awarded without competition.

(11) **Specialty Goods for Resale.** Contracts for the purchase of specialty goods by City of Elgin for resale to consumers.

(12) **Sponsor Agreements.** Sponsorship agreements, under which the City of Elgin receives a gift or donation in exchange for recognition of the donor.

(13) **Structures.** Contracts for the disposal of structures located on city-owned property.

(14) **Renewals.** Contracts that are being renewed in accordance with their terms are not considered to be newly issued Contracts and are not subject to competitive procurement procedures.

(15) **Temporary Extensions or Renewals.** Contracts for a single period of one year or less, for the temporary extension or renewal of an expiring and non-renewable, or recently expired, contract, other than a contract for public improvements.

(16) **Temporary Use of County-Owned Property.** The City of Elgin may negotiate and enter into a license, permit or other contract for the temporary use of county-owned property without using a competitive selection process if:

(a) The contract results from an unsolicited proposal to the City of Elgin based on the unique attributes of the property or the unique needs of the proposer;

(b) The proposed use of the property is consistent with the City of Elgin's use of property and the public interest; and

(c) The City of Elgin reserves the right to terminate the contract without penalty, in the event the City of Elgin determines that the contract is no longer consistent with the City's present or planned use of the property or the public interest.

(17) **Used Property.** A Solicitation Agent may contract for the purchase of used property by negotiation if such property is suitable for the City of Elgin's needs and can be purchased for a lower cost than substantially similarly new property. For this purpose the cost of used property shall be based upon the life-cycle cost of the property over the period for which the property will be used by the City of Elgin. The City of Elgin City Council shall record the findings that support the purchase.

(18) **Utilities.** Contracts for the purchase of steam, power, heat, water, telecommunications services, and other utilities.

G. **Contracts Required by Emergency Circumstances.**

(1) **In General.** When an official with authority to enter into a contract on behalf of the City of Elgin determines that immediate execution of a contract within the official's authority is necessary to prevent substantial damage or injury to persons or property, the official may execute the contract without competitive selection and award or the City of Elgin City Council's approval, but, where time permits, the official shall attempt to use competitive price and quality evaluation before selecting an emergency contractor.

(2) **Reporting.** An official who enters into an emergency contract shall, as soon as possible, in light of the emergency circumstances, (1) document the nature of the emergency; the method used for selection of the particular contractor and the reason why the selection method was deemed in the best interest of the City of Elgin and the public, and (2) notify the City of Elgin City Council of the facts and circumstances surrounding the emergency execution of the contract.

(3) **Emergency Public Improvement Contracts.** A public improvement contract may only be awarded under emergency circumstances if the City of Elgin City Council has made a written declaration of emergency. Any Public Improvement Contract awarded under emergency conditions must be awarded within 60 days following the declaration of an emergency unless the City of Elgin City Council grants an extension of the emergency period. Where the time delay needed to obtain a payment or performance bond for the contract could result in injury or substantial property damage, the City of Elgin City Council may waive the requirement for all or a portion of required performance and payment bonds.

H. **Federal Purchasing Programs.** Goods and services may be purchased without competitive procedures under a local government purchasing program administered by the United States General Services Administration (GSA) as provided in this subsection.

(1) The procurement must be made in accordance with procedures established by GSA for procurements by local governments, and under purchase orders or contracts submitted to and approved by the City of Elgin City Council. The Solicitation Agent shall provide the City of Elgin City Council with a copy of the letter, memorandum or other documentation from GSA establishing permission to City of Elgin to purchase under the federal program.

(2) The price of the goods or services must be established under price agreements between the federally approved vendor and GSA.

(3) The price of the goods or services must be less than the price at which such goods or services are available under state or local cooperative purchasing programs that are available to the City of Elgin.

(4) If a single purchase of goods or services exceeds $150,000, the Solicitation Agent must obtain informal written quotes or proposals from at least two additional vendors (if reasonably available) and find, in writing, that the goods or services offered by GSA represent the best value for Union County. This paragraph does not apply to the purchase of equipment manufactured or sold solely for military or law enforcement purposes.

I. **Cooperative Procurement Contracts.** Cooperative procurements may be made without competitive solicitation as provided in the Oregon Public Contracting Code.

J. **Surplus Property.**

(1) **General Methods.** Surplus property may be disposed of by any of the following methods upon a determination by the Solicitation Agent that the

method of disposal is in the best interest of the City of Elgin. Factors that may be considered by the Solicitation Agent include costs of sale, administrative costs, and public benefits to the City of Elgin. The Solicitation Agent shall maintain a record of the reason for the disposal method selected, and the manner of disposal, including the name of the person to whom the surplus property was transferred.

(a) **Governments.** Without competition, by transfer or sale to another county or department or public agency.

(b) **Auction.** By publicly advertised auction to the highest bidder.

(c) **Bids.** By public advertised invitation to bid.

(d) **Liquidation Sale.** By liquidation sale using a commercially recognized third—party liquidator selected in accordance with rules for the award of personal services contracts.

(e) **Fixed Price Sale.** The Solicitation Agent may establish a selling price based upon an independent appraisal or published schedule of values generally accepted by the insurance industry, schedule and advertise a sale date, and sell to the first buyer meeting the sales terms.

(f) **Trade-In.** By trade-in, in conjunction with acquisition of other price-based items under a competitive solicitation. The solicitation shall require the offer to state the total value assigned to the surplus property to be traded.

(g) **Donation.** By donation to any organization operating within or providing a service to residents of City of Elgin which is recognized by the Internal Revenue Service as an organization described in section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

(2) **Disposal of Property with Minimal Value.** Surplus property which has a value of less than $500, or for which the costs of sale are likely to exceed sale proceeds may be disposed of by any means determined to be cost-effective, including by disposal as waste. The official making the disposal shall make a record of the value of the item and the manner of disposal.

(3) **Personal-Use Items.** An item (or indivisible set) of specialized and personal use, other than police officer's handguns, with a current value of less than $100 may be sold to the employee or retired or terminated employee for whose use it was purchased. These items may be sold for fair market value without bid and by a process deemed most efficient by City of Elgin City Council.

(4) **Restriction on Sale to County Employees.** County employees shall not be restricted from competing, as members of the public, for the purchase of publicly sold surplus property, but shall not be permitted to offer to purchase

property to be sold to the first qualifying bidder until at least three days after the first date on which notice of the sale is first publicly advertised.

(5) **Conveyance Purchaser.** Upon the consummation of a sale of surplus personal property, the City of Elgin shall make, execute and delivery, a bill of sale signed on behalf of the City of Elgin, conveying the property in question to the purchaser and delivering possession, or the right to take possession, of the property to the purchaser.

K. Concession Agreements.

(1) **General.** No part of a Concession Agreement shall contain or constitute a waiver of any generally applicable rules, code provisions or requirements of the City of Elgin concerning regulation, registration, licensing, inspection, or permit requirements for any construction, rental or business activity.

(2) **Classes of Contracts Eligible for Award Without Competition.** The following concession agreements may be awarded by any method deemed appropriate by the Solicitation Agent, including without limitation, by direct appointment, private negotiation, from a qualified pool, or using a competitive process.

(a) **Contracts Under $5,000.** Contracts under which the Solicitation Agent estimates that receipts by the City of Elgin will not exceed $5,000 in any fiscal year and $50,000 in the aggregate.

(b) **Single Event Concessions.** Concessions to sell or promote food, beverages, merchandise or services at a single public event shall be awarded based on any method determined by the Solicitation Agent to provide a fair opportunity to all persons desiring to operate a concession, but in which the promotion of the public interest and success of the event shall be of predominant importance.

(3) **Competitive Award.** Concession agreements solicited by the City of Elgin for the use of designated public premises for a term greater than a single event shall be awarded as follows:

(a) **Small Concessions.** For Concession Agreements for which the concessionaire's projected annual gross revenues are estimated to be $500,000 or less, the Solicitation Agent has discretion to use either an informal solicitation or formal request for proposals process applicable to contracts for personal services. If the proposals received indicate a probability that the concessionaire's annual gross revenues will exceed $500,000, the Solicitation Agent may, but shall not be required to, reissue the solicitation as a request for proposals.

(b) **Major Concessions.** Concession agreements for which the concessionaire's projected annual gross revenues under the contract are estimated to exceed $500,000 annually shall be awarded using a request for proposals.

9. **Public Contracts – Informal Solicitation Procedures.** The City of Elgin may use the following procedure for informal solicitations in lieu of the procedures set forth in the Model Rules.

A. Informally Solicited Quotes and Proposals.

(1) Solicitation of Offers. When authorized by these regulations, an informal solicitation may be made by general or limited advertisement to a certain group of vendors, by direct inquiry to persons selected by the Solicitation Agent, or in any other manner which the Solicitation Agent deems suitable for obtaining competitive quotes or proposals. The Solicitation Agent shall deliver or otherwise make available to potential offerors, a written scope of work, a description of how quotes or proposals are to be submitted and description of the criteria for award.

(2) Award. The Solicitation Agent shall attempt to obtain a minimum of three written quotes or proposals before making an award. If the award is made solely on the basis of price, the Solicitation Agent shall award the contract to the responsible offeror that submits the lowest responsive quote. If the award is based on criteria other than or in addition to, price, the Solicitation Agent shall award the contract to the responsible offeror that will best serve the interest of City of Elgin, based on the criteria for award.

(3) Records. A written record of all persons solicited and offers received shall be maintained. If three offers cannot be obtained, a lesser number will suffice, provided that a written record is made of the effort to obtain the quotes.

B. Qualified Pools.

(1) General. To create a qualified pool, the City of Elgin City Council may invite prospective contractors to submit their qualifications to the City of Elgin for inclusion as participants in a pool of contractors qualified to provide certain types of goods, services, or projects including personal services, and public improvements.

(2) Advertisement. The invitation to participate in a qualified pool shall be advertised in the manner provided for advertisements of invitations to bid and requests for proposals by publication in at least one newspaper of general statewide circulation. If qualification will be for a term that exceeds one year or allows open entry on a continuous basis, the invitation to participate in the pool must be re-published at least once per year and shall be posted at City of Elgin's main office and on its website.

(3) Contents of Solicitation. Requests for participation in a qualified pool shall describe the scope of goods or services or projects for which the pool will be maintained, and the minimum qualifications for participation in the pool, which may include, but shall not be limited to qualifications related to financial stability, contracts with manufacturers or distributors, certification as an emerging small business, insurance, licensure, education, training, experience and demonstrated skills of key personnel, access to equipment,

and other relevant qualifications that are importance to the contracting needs of the City of Elgin.

(4) **Contract.** The operation of each qualified pool may be governed by the provisions of a pool contract to which the City of Elgin and all pool participants are parties. The Contract shall contain all terms required by the City of Elgin, including, without limitation, terms related to price, performance, business registration or licensure, continuing education, insurance, and requirements for the submission, on an annual or other periodic basis, of evidence of continuing qualification. The qualified pool contract shall describe the selection procedures that the City of Elgin may use to issue contract job orders. The selection procedures shall be objective and open to all pool participants and afford all participants the opportunity to compete for or receive job awards. Unless expressly provided in the contract, participation in a qualified pool will not entitle a participant to the award of any City of Elgin contract.

(5) **Use of Qualified Pools.** Subject to the provisions of these regulations concerning methods of solicitation for classes of contracts, the City of Elgin City Council shall award all contracts for goods or services of the type for which a qualified pool is created from among the pool's participants, unless the City of Elgin City Council determines that the best interests of the City of Elgin require solicitation by public advertisement, in which case, pool participants shall be notified of the solicitation and invited to submit competitive proposals.

(6) **Amendment and Termination.** The City of Elgin City Council may discontinue a qualified pool at any time. Or may change the requirements for eligibility as a participant in the pool at any time, by giving notice to all participants in the qualified pool.

(7) **Protest of Failure to Qualify.** The City of Elgin City Council shall notify any applicant who fails to qualify for participation in a pool that it may appeal a qualified pool decision to the City of Elgin City Council in the manner described in section 13.

10. Public Contracts – Use of Brand Name Specifications for Public Improvements.

A. **In General.** Specifications for contracts shall not expressly or implicitly require any product by one brand name or mark, nor the product of one particular manufacturer or seller, except for the following reasons:

(1) It is unlikely that such exemption will encourage favoritism in the awarding of Public Improvement Contracts or substantially diminish competition for Public Improvement Contracts; or

(2) The specification of a product by brand name or make, or the product of a particular manufacturer or seller, would result in substantial cost savings to the City of Elgin; or

(3) There is only one manufacturer or seller of the product of the quality required; or

(4) Efficient utilization of existing equipment, systems or supplies requires the acquisition of compatible equipment or supplies.

B. **Authority of the Union County Board of Commissioners.** The City of Elgin City Council shall have authority to determine whether an exemption for the use of a specific brand name specification should be granted by recording findings that support the exemption based on the provisions of subsection A.

C. **Brand Name or Equivalent.** Nothing in this section 10 prohibits the City of Elgin from using a "brand name or equivalent" specification, from specifying one or more comparable product as examples of the quality, performance, functionality or other characteristics of the product needed by the City of Elgin, or from establishing a qualified product list.

11. Public Contracts – Bid, Performance and Payment Bonds.

A. **Solicitation Agent May Require Bonds.** The Solicitation Agent may require bid security and a good and sufficient performance and payment bond even though the contract is of a class that is exempt from the requirement.

B. **Bid Security.** Except as otherwise exempted, the solicitations for all contracts that include the construction of a public improvement and for which the estimated contract price will exceed $75,000 shall require bid security. Bid security for a request for proposal may be based on City of Elgin's estimated contract price.

C. **Performance Bonds.**

(1) **General.** Except as provided in these regulations, all public contracts are exempt from the requirement for the furnishing of a performance bond.

(2) **Contracts Involving Public Improvements.** Prior to executing a contract for more than $50,000 that includes the construction of a public improvement, the contractor must deliver a performance bond in an amount equal to the full contract price conditioned on a faithful performance of the contract in accordance with the plans, specifications and conditions of the contract. The performance bond must be solely for the protection of the City of Elgin and any public agency that is providing funding for the project for which the contract was awarded.

(3) **Cash-in-Lieu.** The City of Elgin City Council may permit the successful offeror to submit a cashier's check or certified check in lieu of all or a portion of the required performance bond.

D. **Payment Bonds.**

(1) **General.** Except as provided in these regulations, all public contracts are exempt from the requirement for the furnishing of a payment bond.

(2) **Contracts Involving Public Improvements.** Prior to executing a contract for more than $50,000 that includes the construction of a public improvement, the contractor must deliver a payment bond equal to the full contract price, solely for the protection of a claim under ORS 279C.600.

E. **Design/Build Contracts.** If the public improvement contract is with a single person to provide both design and construction of a public improvement, the obligation of the performance bond for the faithful performance of the contract must also be for the preparation and completion of the design and related services covered under the contract. Notwithstanding when a cause of action, claim or demand accrues or arises, the surety is not liable after final completion of the contract or longer if provided for in the contract, for damages of any nature, economic or otherwise and including corrective work, attributable to the design aspect of a design-build project, or for the costs of design revisions needed to implement corrective work.

F. **Construction Manager/General Contractor Contracts.** If the public improvement contract is with a single person to provide construction manager and general contractor services, in which a guaranteed maximum price may be established by an amendment authorizing construction period services following preconstruction period services, the contractor shall provide the bonds required by subsection A of this section upon execution of an amendment establishing the guaranteed maximum price. The City of Elgin City Council shall also require the contractor to provide bonds equal to the value of construction services authorized by any early work amendment in advance of the guaranteed maximum price amendment. Such bonds must be provided before construction starts.

G. **Surety; Obligation.** Each performance bond and each payment bond must be executed solely by a surety company or companies holding a certificate of authority to transact surety business in Oregon. The bonds may not constitute the surety obligation of an individual or individuals. The performance and payment bonds must be payable to City of Elgin or to the public agency or agencies for whose benefit the bond is issued, as specified in the solicitation documents, and shall be in a form approved by the City of Elgin City Council.

H. **Emergencies.** In cases of emergency, or when the interest or property of the City of Elgin probably would suffer material injury by delay or other cause, the requirement of furnishing a good and sufficient performance bond and a good and sufficient payment bond for the faithful performance of any public improvement contract may be excused, if a declaration of such emergency is made in accordance with the provisions of section 8.G, unless the City of Elgin City Council requires otherwise.

12. **Public Contracts – Electronic Advertisement of Public Improvement Contracts.** In lieu of publication in a newspaper of general circulation in Union County's metropolitan area, the advertisement for an invitation to bid or request for proposals may be published electronically by posting on City of Elgin's website, provided that the following conditions are met:

A. The placement of the advertisement is on a location within the website that is maintained on a regular basis for the posting of information concerning solicitations for projects of the type for which the invitation to bid or request for proposals is issued; and

B. The Solicitation Agent determines that the use of electronic publication will be at least as effective in encouraging meaningful competition as publication in a newspaper of general circulation in Union County's metropolitan area and will provide costs savings for the City of Elgin, or that the use of electronic publication will be more effective than publication in a newspaper of general circulation in Union County's metropolitan area in encouraging meaningful competition.

13. **Appeal of Debarment or Prequalification Decision.**

A. **Right to Hearing.** Any person who has been debarred from competing for county contracts or for whom prequalification has been denied, revoked or revised may appeal the Solicitation Agent's decision to the City of Elgin City Council as provided in this section 13.

B. **Filing of Appeal.** The person must file a written notice of appeal with the City of Elgin City Council within three (3) business days after the prospective contractor's receipt of notice of the determination of debarment, or denial of prequalification.

C. **Hearing.** The procedure for appeal from a debarment or denial, revocation or revision of prequalification shall be as follows:

(1) Promptly upon receipt of notice of appeal, the City of Elgin City Council shall notify the appellant of the time and place of the hearing;

(2) The City of Elgin City Council shall conduct the hearing and decide the appeal within 30 days after receiving notice of the appeal; and

(3) At the hearing, the City of Elgin City Council shall consider de novo the notice of debarment, or the notice of denial, revocation or revision of prequalification, the standards of responsibility, upon which the decision on prequalification was based, or the reasons listed for debarment, and any evidence provided by the parties.

D. **Decision.** The City of Elgin City Council shall set forth in writing the reasons for the decision.

E. **Costs.** The City of Elgin City Council may allocate the City of Elgin's costs for the hearing between the appellant and the City of Elgin. The allocation shall be based upon facts found by the City of Elgin City Council and stated in the City of Elgin City Councils' decision that, in the City of Elgin City Council's opinion, warrant such allocation of costs. If the City of Elgin City Council does not allocate costs, the costs shall be paid as by the appellant, if the decision is upheld, or by the City of Elgin, if the decision is overturned.

F. **Judicial Review.** The decision of the City of Elgin City Council may be reviewed only upon a petition in the circuit court of City of Elgin filed within 15 days after the date of the City of Elgin City Council's decision.

11. **Emergency Adoption**

An emergency is hereby declared to make this ordinance immediately effective upon passage to enable county departments to procure items in the most cost effective and efficient manner.

PASSED AND ADOPTED this 13th day of March, 2018.

With _____Ayes, ____ Nays, _____ Abstentions, _____ Absent

Signed;

_____

Allan Duffy, Mayor

Mary West, Councilor ____ David Reed, Councilor ____

Rocky Burgess, Councilor ____ Kathy Warren, Councilor ____

Teresa Shaffer, Councilor ____ Risa Hallgarth, Councilor ____

State of Oregon County of Union

I hereby certify that the foregoing ordinance was passed and approved by the City Council of the City of Elgin Oregon at a regular or special meeting of said Council, held on the 13th day of March 2018.

Certified this _____ day of _____ 20 _____.

_____

Brock Loren Eckstein, Notary Public

My Commission Expires June 7th, 2019

CITY OF ELGIN, OREGON ORDINANCE 4 (2018)

AN ORDINANCE AMENDING ORDINANCE NUMBER 162, SECTION 2, 3-13-07 CHAPTER 8.12 OPEN BURNING AND DECLARING AN EMERGENCY

THE CITY OF ELGIN ORDAINS AS FOLLOWS:

8.12.010 - Definitions.

"Burning container" is an enclosed container of non-combustible material such as ferrous metal or masonry and screened with metal wire mesh, the container shall be constructed so as to entirely contain the combustible wastes and to prevent any burning materials from leaving the container while burning.

"Cooking fire" is an open burning fire used exclusively for cooking food, excluding gas or charcoal fired cooking grill fires.

"Nuisance burning" is to mean any burning that is in violation of OAR or other state regulations, or any burning that causes a nuisance as determined by a fire or police officer.

"Open burning" means all burning conducted outside the limits of an enclosed building such as a residence, shop, store, garage, etc.

"Responsible person" is to mean a person who is reasonably capable of extinguishing an open burning fire or accidental secondary fire.

"Safety area" is to mean an area free of combustible materials surrounding the burning container or an open unconfined burning pile, of sufficient size so as to prevent the kindling of any secondary fire.

"Safety equipment" is to mean water, either in containers or by garden hose, and shovels, rakes, or any other such items that are required for extinguishing of a permitted fire.

"Unconfined burning pile" is a pile of combustible vegetative debris suitable for burning, located within a proper safety area.

"Vegetative debris" is yard debris which includes limbs, twigs, and cut trees and shrubbery, but excludes tree leaves, grass clippings and other slow burning vegetable matter.

"Wire mesh" or "screening" is to mean a ferrous metal wire mesh or screen with openings small enough to entirely confine the burning material within the burning container. Openings within the screen or mesh are to be less than one square inch in area.

8.12.020 - Burning regulations.

A. Nuisance Burning is Prohibited. Regulations governing burning that is harmful to persons or the environment are defined in the Oregon Administrative Rules; Chapter 340, Division 23. Also see nuisance burning in Section 8.12.010, definitions.

B. Open burning is prohibited within the city except as provided in Section 8.12.030.

C. The use of burn barrels or other burning containers such as incinerators for burning trash, paper and other household materials is prohibited.

D. All open burning shall be limited to the hours specified by resolution of the city council. All open burning fires are to be completely extinguished outside of the time limit(s) set by the aforementioned resolution.

E. During a period of fire hazard, burning hours will be further restricted under the direction of the State Fire Marshall, and/or the fire chief of the Elgin rural fire district and/or the Union County Emergency Director.

F. Burning hours restrictions shall not apply to supervised controlled burning conducted by the Elgin rural fire district.

8.12.030 - Conditions permitting open burning.

Open burning may be allowed under the following conditions only:

A. Cooking fires used exclusively for cooking.

B. Fires located in fire pits associated with approved and supervised campsites.

C. Outdoor (hearth) fireplaces and chimney's (chimney patio fireplaces) with spark arresters (i.e. screens on chimney, etc.) used for cooking and/or heating purposes;

D. Propane, natural gas, or briquette barbeques that meet applicable federal, state, and local requirements.

~~E. Vegetative debris may be burned in an open burn pile only under all of the following conditions:~~

~~1. Vegetative debris includes only limbs, twigs, and cut trees and shrubbery. Materials other than vegetation (i.e. garbage, tires, paper, cardboard, furniture, etc.) is prohibited and is subject to a fine.~~

~~2. The person first obtains an inspection and burn permit from the Elgin rural fire department;~~

~~3. The Elgin rural fire department shall be contacted immediately prior to igniting the burn pile;~~

~~4. All applicable U.S. Forest Service and Oregon Department of Forestry regulations on opening burning shall apply.~~

E. Violation of this section is unlawful burning.

8.12.040 - Safety.

A. All open burning shall be located so-as-to provide a safety area around any fire.

~~B. All unconfined burning piles shall be constantly supervised. Safety equipment shall be readily available during burning, for use in extinguishing the fire or by accidental secondary fire.~~

B. No open burning shall be permitted if, in the sole judgment of the fire chief or his designate or the ordinance officer, such open burning would constitute a fire safety-hazard, or the smoke would be a nuisance.

8.12.050 - Responsibility.

A. Open burning shall be conducted only by a responsible person or a person directly supervised by a responsible person.

B. The responsible person in charge of conducting open burning shall be held liable for all damage resulting from the burning and will be subject to any penalties for the violation of this ordinance or the regulations of the state of Oregon.

8.12.060 - Costs of suppressing fires.

If any fire department response is required to suppress an uncontrolled fire and the fire department determines that the fire was caused or started by one of the exceptions listed in Section 8.12.030 (A) through (E), the property owner shall reimburse the Elgin rural fire department and the City of Elgin for those costs associated with the suppression efforts.

8.12.070 - Permit required.

A permit shall be obtained from the Elgin rural fire department prior to igniting any open burn, excluding those exceptions listed in Section 8.12.030 (A), (B), (C) and (D). A fee may be established by city council resolution, any such fee shall be paid at the time of permit application. Any Elgin rural fire department officer or police personnel or ordinance officer (i.e., city, county, etc.) may revoke a permit obtained under this section if the Officer determines the fire and/or smoke is a danger to persons or property or is a nuisance to others. If a burning permit is revoked, the fire must immediately be extinguished by the responsible person or person in control of the fire. If the fire is not extinguished as directed by the officer, the fire department may extinguish the fire and bill the permit holder for expenses.

8.12.080 - Discontinuance.

Notwithstanding anything to the contrary in this ordinance, the Elgin rural fire department and ordinance officer may prohibit all open burning within the city and cause the immediate cessation of all open burning if the fire department determines, in its sole discretion, that smoke emissions may be offensive to occupants of surrounding properties or that open burning may be a hazardous condition.

8.12.090 - Use of woodstoves restricted.

The burning of any materials other than wood in woodstoves, fireplaces or outdoor (hearth) fireplaces is prohibited, except paper may be used as a starting agent. Woodstoves, fireplaces or outdoor fireplaces must be used for heating purposes only and may not be used to burn garbage, paper, cardboard. plastics, leaves, twigs or other yard debris. Violation of this section is unlawful burning of prohibited materials in a woodstove.

8.12.100 - Violation—Penalties—Summary abatement.

Violation of this ordinance shall be considered an infraction and shall be punishable by a fine of not more than fifty dollars ($50.00) for the first violation, not more than one hundred fifty dollars ($150.00) for the second violation, and not more than two hundred fifty dollars ($250.00) for each subsequent violation. Any act prohibited by this chapter shall be considered a nuisance subject to immediate and summary abatement by fire or police personnel. Costs of abatement shall be assessed against any person who violates the provisions of this chapter and shall be imposed in addition to any fine.

8.12.110 - Officers authorized to issue citations.

All sworn fire and police officers and ordinance officers may issue a citation to appear in court to any person who violates the ordinance codified in this chapter.

8.12.120 - Conflicting ordinances.

Any ordinance of the city of Elgin which is in conflict with the ordinance codified in this chapter is hereby repealed in as much as it is in conflict herewith. All other provisions of any such ordinance remains in effect.

8.12.130 - Severability clause.

The sections and subsections of the ordinance codified in this chapter are severable. The invalidity of a section or subsection shall not affect the validity of the remaining sections and subsections herein.

Emergency Adoption

An emergency is hereby declared to make this ordinance immediately effective upon passage to enable city departments to procure items in the most cost effective and efficient manner.

PASSED AND ADOPTED this 13th day of March, 2018.

With _____Ayes, ____ Nays, _____ Abstentions, _____ Absent

Signed;

_____

Allan Duffy, Mayor

Mary West, Councilor	____	David Reed, Councilor	____
Rocky Burgess, Councilor	____	Kathy Warren, Councilor	____
Teresa Shaffer, Councilor	____	Risa Hallgarth, Councilor	____

State of Oregon County of Union

I hereby certify that the foregoing ordinance was passed and approved by the City Council of the City of Elgin Oregon at a regular or special meeting of said Council, held on the 13th day of March 2018.

Certified this _____ day of _____ 20 _____.

_____

Brock Loren Eckstein, Notary Public

My Commission Expires June 7th, 2019